

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

-----X
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Case No. 2:19-cv-03721(SIL)

Plaintiff,

v.

CASSONE LEASING, INC.

Defendant.
-----X

CONSENT DECREE

On June 26, 2019, plaintiff Equal Employment Opportunity Commission (“EEOC”) brought this action under Title VII of the Civil Rights Act of 1964, as amended, to correct unlawful employment practices on the basis of sex (pregnancy) and to provide appropriate relief to Katie R. Payne who was affected by such unlawful practices. EEOC alleged that Defendant Cassone Leasing, Inc. (“Cassone” or “Defendant”) violated Title VII when it terminated her employment upon learning of her pregnancy. Cassone terminated Payne’s employment on May 14, 2018.

In consideration of the mutual promises of each party to this Decree, the sufficiency of which is hereby acknowledged, it is agreed and IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

PART I GENERAL PROVISIONS

Section 101 Purpose of this Decree

A. EEOC and Defendant desire to settle this action, and therefore do hereby stipulate and consent to entry of this Decree as final and binding between the parties.

B. The Decree resolves all issues that were raised in EEOC's Complaint and EEOC Charge of Discrimination No. 520-2018-03783, which served as the jurisdictional prerequisite in this case. This Decree in no way affects EEOC's right to process any pending or future charges that may have been or will be filed against Defendant, and to commence civil actions on any such charges.

C. This Decree is not an adjudication or finding of the merits of the case, and nothing in this Decree will be deemed, construed or constitutes at any time for any purpose an admission by any party of any wrongdoing or evidence of liability or unlawful conduct as to the claims and/or defenses of any other party.

D. EEOC and Defendant agree that this Court has jurisdiction over the subject matter of this litigation and the parties, that venue is proper, and that all administrative prerequisites have been met. No party will contest the validity of this Decree or the jurisdiction of the federal district court to enforce this Decree and its terms.

E. The terms of this Decree represent the full and complete agreement of the parties. The parties agree that this Decree may be entered into without Findings of Fact and Conclusions of Law being made and entered by the Court.

Section 102 Definitions

1. Days: Days refers to calendar days.
2. Effective date: The effective date of this Decree will be the date it is docketed by the Clerk of the Court after it is signed by and/or receives approval from the Court.

Section 103 Applicability of Decree to Successors and Assigns or Upon Purchase, Merger or Consolidation

At least sixty (60) days before Defendant engages in any transfer, purchase, merger, or consolidation of its business or its assets, it will provide written notice of this lawsuit and a copy

of the Complaint and this Decree to any potential purchaser of its business or assets, and to any potential successors, assigns, subsidiaries, or affiliates, including any entity with which Defendant may merge or consolidate. Defendant will provide written notice to EEOC twenty-one (21) days before any transfer of its business or assets.

Section 104 Amendments to this Decree

By mutual consent of the parties, this Decree may be amended in the interests of justice and fairness and to facilitate execution of this Decree's provisions. No waiver, modification, or amendment of any provision of this Decree will be effective unless made in writing and approved or ordered by the Court.

Section 105 Severability

If one or more provisions of this Decree are rendered unlawful or unenforceable as a result of a legislative act or a decision by a court of competent jurisdiction, the following will apply to ensure that this Decree continues to effectuate the intent of the parties. The provisions of this Decree which are not rendered unlawful, unenforceable, or incapable of performance as a result of such legislative act or court decision will remain in full force and effect and the parties' responsibilities will not abate as to any and all provisions that have not been rendered unlawful or unenforceable, except to the extent that the intent of this Decree would be undermined.

Section 106 Breach of Decree

A breach of any term of this Decree by Defendant will be deemed a material and substantive breach of this Decree. In the event of any potential breach of this Decree by Defendant, EEOC will provide Defendant with written notice of any such failure, with specific details identifying the alleged breach(es), and a fifteen (15) day opportunity to cure before seeking judicial enforcement. Nothing in this Decree will be construed to preclude EEOC from

bringing proceedings to enforce this Decree if Defendant fails to perform and timely cure any of the terms contained herein. This Decree will be construed by this Court under federal law.

Section 107 Notices

Except as otherwise provided for in this Decree, all notifications, reports, and communications to the parties required under this Decree will be made in writing and will be sufficient as emailed (preferred), hand-delivered, faxed, or sent by certified, registered, or overnight mail to the following persons (or their designated successors):

| | |
|-----------|---|
| For EEOC: | Renay M. Oliver Trial Attorney U.S. Equal Employment Opportunity Commission New York District Office 33 Whitehall Street Fl. 5 New York, NY 10004 (929) 506-5289 Email: renay.oliver@eeoc.gov and decreemonitor.nydo@eeoc.gov |
|-----------|---|

| | |
|----------------|---|
| For Defendant: | Cassone Leasing 1900 Lakeland Avenue Ronkonkoma, NY 11779 Attn: Rita Barreto, Lisa Cassone, Lynn Cassone rita@cassone.com lynn@cassone.com lisa@cassone.com |
|----------------|---|

With a courtesy copy to:

Bran Noonan
FordHarrison, LLP
366 Madison Avenue, 7th Floor
New York, NY 10017
Email: bnoonan@fordharrison.com

Any party may change such addresses and emails by written notice to the other parties setting forth a new address or email for this purpose.

PART II INJUNCTIVE RELIEF

Section 201 Injunctions

A. Defendant, its managers, officers, agents, and any other person or entity acting on behalf of Defendant, are hereby enjoined from discriminating against any employee or applicant based on sex (pregnancy), including, but not limited to, terminating an employee or taking any other adverse action because of an employee's pregnancy.

B. Defendant, its managers, officers, agents and any other person or entity acting on behalf of Defendant, are hereby enjoined from engaging in unlawful retaliation of any kind against any person because such person has opposed any practice prohibited by Title VII, filed a charge of discrimination under Title VII, testified or participated in any manner in any investigation, proceeding, or hearing under Title VII, or asserted any rights under Title VII or this Decree, or because such person was identified as a possible witness in connection with this matter.

Section 202 Posting and Distribution of Notices

A. Posting of Notice of Resolution

Within fifteen (15) days of entry of this Decree, Defendant will conspicuously post and maintain a "Notice of Lawsuit and Resolution" (attached as Exhibit A) in all prominent places where employee notices are posted. Defendant will certify in writing to EEOC within ten (10) days after it has posted the Notice of Resolution pursuant to this provision.

B. Provision of Notice and Memo to Employees

1. Within fifteen (15) days of entry of this Decree, Defendant will provide a copy of the Notice of Resolution (Exhibit A) and a memo (attached as Exhibit B) setting forth its commitment to ensuring a workplace free from discrimination, including pregnancy

discrimination, to all employees. Defendant will certify in writing to EEOC within seven (7) days after it has distributed the Notice of Resolution and memo pursuant to this provision.

2. Defendant will provide the Notice of Resolution (Exhibit A) and memo (Exhibit B) to all future employees within seven (7) days of the start of their employment.

3. On a bi-annual basis beginning one hundred and eighty (180) days after entry of this Decree, Defendant will certify in writing to EEOC that it has distributed the Notice of Resolution and memo, including a list of employees to whom they were distributed.

Section 203 Non-Discrimination Policy and Complaint Procedures

A. Content of Non-Discrimination Policies and Procedures

Within fourteen (14) days of entry of this Decree, Defendant will adopt anti-discrimination policies and complaint procedures (“Policies and Procedures”) setting forth Defendant’s commitment to equal opportunity in all aspects of employment and, at a minimum, containing the following: (1) a detailed explanation of the prohibition against sex and pregnancy discrimination and retaliation; (2) a clear statement that employees may request accommodations for pregnancy, childbirth, or related medical conditions, with examples of available accommodations, such as light duty, unpaid leave for medical appointments; (3) the assurance that Defendant will not retaliate against employees who make complaints of discrimination, who oppose practices they consider to be unlawfully discriminatory, who participate in protected activity or who provide information related to complaints of discrimination and/or who request a reasonable accommodation for pregnancy-related limitations; (4) a clearly described complaint process that provides accessible avenues of complaint with a number of choices of individuals to whom complaints can be made, including persons outside the employee’s chain of command; (5) the assurance that Defendant will accept any and all complaints from employees who wish to file

complaints internally; (6) the assurance that the filing of anonymous complaints is permitted and include safeguards to preserve the anonymity when requested by a complainant; (7) the assurance that Defendant will keep confidential to the extent possible and not publicize unnecessarily the subject matter of the complaints or the identity of the complainants; (8) a process that provides a prompt, thorough, and effective investigation, including interviewing complainant and all witnesses and obtaining and reviewing all material documents identified by the complainant or respondent to the extent necessary to reach a reasonable conclusion concerning the allegations; (9) a requirement that all aspects of an investigation be thoroughly documented in written form; (10) assurance that upon completion of an investigation into a discrimination complaint, the complainant and the respondent will promptly receive a summary of the conclusions reached as a result of the investigation; and (11) the assurance that Defendant will take prompt and appropriate corrective action when it determines that discrimination has occurred. The Policies and Procedures are attached as Exhibit C. The Policies and Procedures will not be modified without EEOC approval. Attachment of the Policies and Procedures to this Decree is not a representation by EEOC that Defendant has been or currently is in compliance with federal anti-discrimination laws.

B. Issuance of Policies and Procedures

1. Within fourteen (14) days of entry of this Decree, Defendant will distribute to each employee a copy of its Policies and Procedures concerning discrimination. (Exhibit C). The Policies and Procedures will be issued with the memo (Exhibit B) signed by Cassone's Chief Executive Officer or Head of Human Resources affirming Defendant's commitment to maintaining a work environment free of discrimination.

2. Within fourteen (14) days of entry of this Decree, Defendant will include its Policies and Procedures in its Employee Handbook and will make the Policies and Procedures available on any company website that makes other human resources information or policies available to employees.

3. Defendant will provide all new employees with copies of the Policies and Procedures within seven (7) days of the commencement of their employment.

4. On a bi-annual basis beginning one hundred and eighty (180) days after entry of this Decree, Defendant will certify in writing to EEOC that it has distributed the Policies and Procedures, included them in its handbook, made them available on its website, and provided them to new employees, including a list of employees to whom they were distributed.

Section 204 Training

A. Within sixty (60) days of the entry of this Decree, and annually thereafter, Cassone will provide all supervisory, management, and Human Resources employees no fewer than two (2) hours of live in-person training on federal laws prohibiting discrimination in employment, with a special emphasis on laws prohibiting discrimination on the basis of sex (pregnancy), and retaliation, as well as training on Defendant's policies, complaint procedure, and their responsibilities thereunder. Newly hired or promoted supervisory, management and Human Resources employees will be given the training within thirty (30) days of their start date.

B. Within forty-five (45) days of the entry of this Decree, and annually thereafter, Cassone will provide all non-supervisory employees no fewer than one and a half (1.5) hours of live in-person training on federal laws prohibiting discrimination in employment, with a special emphasis on laws prohibiting discrimination on the basis of sex (pregnancy), and retaliation, as well as training on Defendant's EEO policies and the procedure for making complaints. A senior

member of management will either be present to introduce the trainer and state Cassone's commitment to the goals of the training or will do so by way of a video recording.

C. The training agreed to in Paragraphs A and B will include the following elements:

1. It will describe or portray real world examples of conduct that is unacceptable in the workplace, including examples involving discrimination based on sex (pregnancy);
2. It will discuss the availability of reasonable accommodations for pregnancy-related limitations, provide examples of the types of accommodations that may be available, including unpaid leave for medical appointments, and describe the process for obtaining such accommodations;
3. It will be interactive, providing participants opportunities both to answer and ask questions about how to recognize and respond to potentially problematic behavior;
4. It will explain the avenues available for reporting incidents of discrimination, and affirm that individuals who make complaints or reports, or who request reasonable accommodations for pregnancy-related limitations will not be subjected to any form of retaliation or reprisal; that all complaints and reports will receive a fair and thorough investigation, and that complaining employees will receive timely notice of the investigation's findings and conclusions; that Cassone will take prompt and appropriate corrective action to remedy discrimination or retaliation; that Cassone will keep complaints and reports and the identities of employees who make them confidential to the extent practicable; and
5. It will encourage bystander reporting, that is, it will convey that all individuals in the workplace are encouraged (and that management and supervisors are required,

subject to discipline up to and including termination) to take action if they observe any problematic behavior, and it will explain how they can do so.

D. The trainings described in Paragraphs A and B will be conducted by Bran Noonan of Ford Harrison, LLP. If the trainer or content changes after the initial training, Defendant will submit a revised training proposal to the EEOC at least sixty (60) days prior to the proposed date of the next training. In the event the EEOC does not approve Defendant's proposed trainer and/or content, Defendant will have five (5) days to identify an alternate trainer and/or revise the content its trainer proposes to present. The EEOC will then have five (5) days from the date it receives the information described above to accept or reject the alternate trainer and/or content. If the parties cannot agree on a trainer or training content through this process, they may seek the Court's assistance.

E. At least thirty (30) days prior to each training required under this Section, Defendant will provide EEOC notice of the date, time, and location of the scheduled training. EEOC, at its discretion, may attend and observe one or more of the training sessions and may provide changes to be implemented by the trainer. At least thirty (30) days prior to each training, Defendant will also submit to EEOC a plan to ensure that all employees receive the required training.

F. Defendant will maintain attendance records identifying in legible form the name and job title of the attendees at each session and also containing the signature of each attendee, as well as copies of all training materials presented. Within fourteen (14) days of each training session, Defendant will provide the EEOC a copy of the attendance records and all materials used during the training session, as well as a then-current list of all employees and a list of any employees who were required to but did not attend the training.

Section 205 Monitoring and Reporting

A. Monitoring by EEOC

EEOC may monitor Defendant's compliance with this Decree through the inspection of Defendant's premises and records, and interviews with Defendant's officers, agents, and employees at reasonable times. Defendant will make available for inspection and copying any records related to this Decree upon request by EEOC.

B. Reporting Requirements for Discrimination Complaints

1. Within seven (7) days of any verbal or written complaint of sex discrimination, including pregnancy discrimination, from an employee or applicant, Defendant will report that complaint to EEOC. The report will include the name of and contact information for the complainant, the name of the alleged discriminator, and a summary of the complaint. Within fourteen (14) days, Defendant will provide to EEOC, a list of each step taken by Defendant during the investigation, the results of any investigation of the complaint, and any remedial action taken by Defendant.

2. Within thirty (30) days after entry of this Decree, and every one hundred and eighty (180) days thereafter, Defendant will provide a written report to EEOC with information regarding any verbal or written complaints of sex discrimination, including pregnancy discrimination, from employees or applicants, which were received or closed during the preceding one hundred and eighty (180) days. The report will include the name of the complainant, the name of the alleged discriminator or harasser, a list of each step taken by Defendant during the investigation, a summary of the complaint, the location, the results of any investigation of the complaint, and any remedial action taken by Defendant.

Section 206 Compliance with Recordkeeping Requirements

Defendant agrees to maintain such records as are necessary to demonstrate its compliance with this Decree and 29 C.F.R. §1602 *et seq.*, and to verify that the reports submitted pursuant to this Decree are accurate.

PART III MONETARY RELIEF

Section 301 Monetary Payment to Claimant

Within ten (10) days of entry of this Decree, Defendant will pay the total gross sum of \$85,000 to Payne, as set forth below:

A. \$40,000 is designated as compensatory damages for alleged emotional distress. Accordingly, Defendant will not make any withholdings or deductions from this payment. Defendant will send the check and an IRS Form 1099 via certified mail, return receipt requested, to Payne. A copy of the check will be provided to EEOC immediately upon its issuance.

B. \$45,000 is designated as backpay. Defendant will send the check and IRS Form W-2 via certified mail, return receipt requested, to Payne. A copy of the check will be provided to EEOC immediately upon its issuance.

PART IV SIGNATURES

Each signatory to this Decree represents that (s)he is fully authorized to execute this Decree and to bind the parties on whose behalf (s)he signs.

PART V DURATION OF DECREE

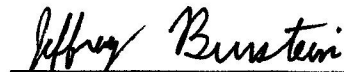
A. This Decree will remain in effect for two (2) years from the effective date of this Decree.

B. The Decree will not expire against any signatory while any enforcement action is pending against that signatory.

C. The Court will retain jurisdiction over this action for all purposes including, but not limited to, the entering of all orders, judgments, and amendments as necessary to implement the relief provided herein. Upon signature and approval by the Court, the matter may be administratively closed but will not be dismissed.

APPROVED IN FORM AND CONTENT:

For Plaintiff EEOC:



Jeffrey Burstein
Regional Attorney

Nora E. Curtin
Supervisory Trial Attorney

Renay M. Oliver
Trial Attorney

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
New York District Office
33 Whitehall Street, 5th Floor
New York, NY 10004

For Defendant Cassone:



Bran Noonan
FordHarrison, LLP
366 Madison Avenue, 7th Floor
New York, NY 10017

SO ORDERED this _____ day of _____, 2022.

United States Magistrate Judge

EXHIBIT A



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

New York District Office

33 Whitehall Street, 5th Floor
New York, NY 10004-2112
Intake Information Group: (800) 669-4000
New York Direct Dial: (929) 506-5270
TTY: (800) 669-6820
General FAX (212) 336-3625

NOTICE OF LAWSUIT AND RESOLUTION

This Notice is being posted pursuant to a Consent Decree entered in resolution of *Equal Employment Opportunity Commission v. Cassone Leasing Inc.*, Case No. 2:19-cv-03721(JS)(SIL), in the United States District Court for the Eastern District of New York.

EEOC brought this lawsuit under Title VII of the Civil Rights Act of 1964, as amended, to correct unlawful employment practices on the basis of sex (pregnancy) and to provide appropriate relief. EEOC alleged that Defendant violated Title VII when it terminated an employee upon learning of her pregnancy. Defendant denied the allegations.

Federal law prohibits discrimination in employment based on sex, including pregnancy. Federal law also prohibits retaliation against any employee who makes a complaint or files a charge of discrimination, who opposes unlawful activity, or who cooperates in the investigation of a charge or otherwise exercises their rights under the law.

Pursuant to the Consent Decree, Cassone will pay damages, and:

1. Is enjoined from discrimination against any employee because of their pregnancy;
2. Is enjoined from retaliation against any person who exercises their rights under federal anti-discrimination laws;
3. Will revise and distribute its written policies and procedures prohibiting discrimination, allowing reasonable accommodations for pregnancy-related limitations, and enabling employees to file discrimination complaints;
4. Will report to the EEOC all complaints of sex discrimination, including pregnancy discrimination and harassment received from Cassone employees;
5. Will permit the EEOC to monitor compliance with the Consent Decree.

Should you have any complaints or questions regarding employment discrimination, contact the EEOC at:

U.S. Equal Employment Opportunity Commission
New York District Office
33 Whitehall Street, 5th Floor
New York, NY 10004
Phone: (800) 669-4000 or (929) 506-5270
TTY (for hearing impaired): (800) 669-6820
Website: www.eeoc.gov

Date: _____

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE ALTERED OR DEFACED BY
ANYONE OR COVERED BY ANY OTHER MATERIAL**

This Notice must remain posted for two (2) years from the date shown above and must not be altered, defaced, or covered by any other material. Any questions concerning this Notice or compliance with its provisions may be directed to the EEOC at the numbers listed above.

EXHIBIT B



Modular Buildings | Field Office Trailers | Ground Level Containers | Storage Trailers

To: All Employees

From: Company

Date: _____, __ 2022

**Re: Notice of Commitment to Anti-Discrimination
Anti-Discrimination Policies and Complaint Procedure**

Cassone Leasing is committed to providing a workplace free of discrimination, harassment, and retaliation based on all protected classes under federal, state and local law, including, but not limited to, discrimination based on sex and pregnancy.

In support of this commitment, enclosed is a copy of the company's anti-discrimination policies and complaint procedures that apply to all employees of Cassone in all areas of employment, including, but not limited to, workplace conduct, hiring practices, promotions, and terminations.

If you are being subjected to discriminatory or retaliatory conduct or are a witness to such conduct, Cassone encourages you to immediately report this behavior to a manager, human resources, or submit a complaint through the complaint reporting process.

It is important that we work together to ensure a safe and discrimination-free work environment.

If you have any questions, please contact Rita Barreto, Human Resources, at rita@cassone.com or 631-585-7800

Sincerely,

Lynn Cassone
President

CASSONE LEASING INC. | DBE & WBE CERTIFIED

1900 Lakeland Ave., Ronkonkoma, N.Y. 11779 | Tel: 1.800.640.8844 | 631.585.7800 | Fax: 631.585.7895 | Email: lynn@cassone.com

W W W . C A S S O N E . C O M

EXHIBIT C



CASSONE

Cassone Leasing, Inc., LLC Employee Handbook

Updated 2022

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INTRODUCTION

Welcome to Cassone Leasing, Inc. We are proud to be a Certified Women-owned Business Enterprise (WBE). Cassone has been a family-operated business since it was founded more than 40 years ago by Peter Kunz. We pride ourselves on offering high levels of satisfaction to our customers. Cassone values its dedicated, award-winning experienced staff. Our employees are the most valuable asset we have. Again, welcome to the company and best wishes of success to you during your employment.

The policies in this handbook are designed to serve as guidelines and are for informational purposes only. No provision or portion of this handbook constitutes an implied or expressed contract, guarantee, or assurance of employment or any right to an employment-related benefit or procedure. Cassone reserves the right to change, modify, eliminate, or deviate from any policy or procedure in this handbook at any time and to hire, transfer, promote, discipline, terminate, and otherwise manage its employees as it deems appropriate. If you have any questions concerning these guidelines, please consult your supervisor or a human resources representative.

State, local, and federal laws change with some frequency, either as a result of a judicial and/or administrative decision or newly enacted legislation and/or regulations. Although we update our handbook on a regular basis, our Handbook may not always reflect the very latest developments. We are, of course, committed to complying with all applicable laws. In the event there are changes to the law after the issuance of this handbook, but before the handbook is updated the law will always prevail and be applicable.

The provisions of this employee handbook are not intended to create contractual obligations with respect to any matters it covers, nor is this employee handbook intended to create a contract guaranteeing that you will be employed for any specific time period.

AT-WILL EMPLOYMENT

Cassone Leasing, Inc. is an at-will employer. This means that regardless of any provision in this employee handbook, either you or Cassone Leasing, Inc. may terminate the employment relationship at any time, for any reason, with or without cause or notice. Nothing in this employee handbook or in any document or statement, written or oral, shall limit the right to terminate employment-at-will. No officer, employee or representative of Cassone Leasing, Inc. is authorized to enter into an agreement, express or implied, with any employee for employment other than at-will unless those agreements are in written contract form and signed by an authorized representative of Cassone Leasing, Inc.

OPEN DOOR POLICY

Employees are encouraged to share their concerns, seek information, provide input, and resolve problems through their immediate management and, as appropriate, consult with any member of

management toward those ends. The Human Resource Manager, managers, and supervisors are expected to listen to employees' concerns, to encourage their input, and to seek resolution of their problems/issues.

OUR RELATIONSHIP AND COMMITMENTS

Equal Employment Opportunity Statement

Cassone Leasing, Inc. provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, citizenship status, amnesty, status as a covered veteran, or any other characteristic protected by federal, state or local laws. In New York State, such classes include age, race, creed, color, national origin, sexual orientation, military status, sex, disability, marital status, domestic violence victim status, gender identity, criminal history and reproductive health decision making.

This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

Any employee with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor, the Human Resources department, or the company President. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination.

Immigration Law Compliance

Cassone Leasing, Inc. is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with Cassone Leasing, Inc. within the past 3 years or if their previous I-9 is no longer retained or valid.

Americans with Disabilities Act (ADA) and the ADA Amendments Act (ADAAA)

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and that when needed provide reasonable accommodations to applicants and employees who are qualified for a job,

with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of Cassone Leasing, Inc. to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is our company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions, and privileges of employment.

The company will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to Cassone Leasing, Inc. Contact the Human Resource department with any questions or requests for accommodation.

Religious Accommodation Policy

Objective

Cassone Leasing, Inc. respects the religious beliefs and practices of all employees and will make, on request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the company's business.

Requesting a Religious Accommodation

An employee whose religious beliefs or practices conflict with his or her job, work schedule, or with Cassone Leasing, Inc's policy or practice on dress and appearance, or with other aspects of employment, and who seeks a religious accommodation must submit a written request for the accommodation to his or her immediate supervisor. The written request will include the type of religious conflict that exists and the employee's suggested accommodation.

Providing Religious Accommodation

The immediate supervisor will evaluate the request considering whether a work conflict exists due to a sincerely held religious belief or practice and whether an accommodation is available that is reasonable and that would not create an undue hardship on Cassone Leasing, Inc's business. An accommodation may be a change in job, using paid leave or leave without pay, allowing an exception to the dress and appearance code that does not affect safety or uniform requirements, or for other aspects of employment. Depending on the type of conflict and suggested accommodation, the supervisor may confer with his or her manager and with the human resource director.

The supervisor and employee will meet to discuss the request and decision on an accommodation. If the employee accepts the proposed religious accommodation, the immediate

supervisor will implement the decision. If the employee rejects the proposed accommodation, he or she may appeal following the company's general grievance policy and procedure.

Pregnancy, Childbirth and Related Medical Conditions Accommodation

It is the policy of Cassone Leasing, Inc. to comply with all federal and state laws concerning the employment of persons with pregnancy, childbirth and related medical conditions and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is Cassone Leasing, Inc.'s policy not to discriminate against qualified individuals with pregnancy, childbirth, and related medical conditions with regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions, and privileges of employment.

Cassone Leasing, Inc. provides reasonable accommodations to employees related to pregnancy, childbirth, and related medical conditions to enable them to continue working and/or return to work promptly while maintaining a healthy pregnancy. Cassone will reasonably accommodate qualified individuals with pregnancy, childbirth and related medical conditions so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to Cassone Leasing, Inc. Contact the human resources department with any questions or requests for accommodation.

We will work with you to promptly agree on a reasonable accommodation that values your contributions to the workplace, helps you satisfy the essential requisites of your job, keeps you in the workplace for as long as you are able to continue working. We will do what is right for you as long as it does not cause undue hardship to our business.

Examples of reasonable accommodation include, but are not limited to:

- Breaks (e.g., to use the bathroom, eat or drink, or provide necessary rest)
- Changes to your work environment such as a seat or fan
- Assistance with physically demanding tasks
- Time off or schedule adjustments
- A private, clean, non-bathroom space and breaks for expressing breast milk
- Light duty or a temporary transfer to a different position
- Time off to recover from childbirth

If you need a reasonable accommodation to continue working or remain employed, you can request one by notifying the Human Resources Manager in writing.

Domestic Violence Accommodation

Reasonable Accommodations

Employees will be provided reasonable accommodation if they are a victim of domestic violence and must be absent from work for a reasonable time unless such accommodation would pose an “undue hardship” on the employer’s business.

Covered employees may take reasonable time off:

- To seek medical attention for injuries caused by domestic violence, including for a child who is the victim of domestic violence.
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence.
- To obtain psychological counseling related to an incident or incidents of domestic violence, including for a child who is the victim of domestic violence.
- To participate in safety planning or other action taken to increase safety from future incidents of domestic violence (e.g., temporary or permanent relocation); or
- To obtain legal services, assist in the prosecution of an offense, or appear in court related to an incident of domestic violence.

The time off may be charged against any paid time off to which the employee may be entitled. If the employee has no available paid time off (such as vacation), the time off may be treated as unpaid time.

Notice

Employees must provide the Human Resource Manager with reasonable advance notice, if possible.

In exigent circumstances where Employees must be absent from work without advance notice, they must provide a certification of the need for an accommodation when requested by the employer.

EMPLOYMENT

Application

Cassone Leasing, Inc. relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

Employee Classification Categories

All employees are designated as either nonexempt or exempt under state and federal wage and hour laws. The following is intended to help employees understand employment classifications and employees' employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both the employee and Cassone Leasing, Inc.

Non-exempt employees are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt from the law's requirements concerning minimum wage and overtime.

Exempt employees are generally managers or professional, administrative, or technical staff who ARE exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor.

Cassone Leasing, Inc. has established the following categories for both nonexempt and exempt employees:

Regular, full time: Employees who are not in a temporary status and who are regularly scheduled to work full-time which is considered over 30 hours a week. Generally, these employees are eligible for the full benefits package, subject to the terms, conditions, and limitations of each benefits program.

Regular, part time: Employees who are not in a temporary status and who are regularly scheduled to work less than 30 hours each week. Regular, part-time employees are not eligible for company benefits.

Overtime: Employees in positions classified as non-exempt are paid hourly and are compensated at the rate of time and one-half of their regular rate of pay for hours worked over forty in a workweek. For the purposes of calculating overtime, hours worked do not include sick, or other paid or unpaid time off. You may be entitled to overtime under additional circumstances depending on the state in which you work. Cassone will pay you in accordance with applicable law.

Performance Reviews & Planning

Cassone Leasing, Inc. believes that through effective performance reviews and planning we can productively communicate with our employees on the expectations of Cassone Leasing, Inc. and how they are meeting, exceeding, or failing below those expectations. This process, in turn, provides employees with important information and insight into the core values of Cassone Leasing, Inc. and his/her vital role in Cassone Leasing, Inc.'s development. Therefore, each employee will receive a performance review concerning all aspects of their job performance from his/her manager 90 days after his/her original hire-date, then an annual review thereafter on

the anniversary date his/her employment began. This process provides a valuable opportunity for both the employee and Cassone Leasing, Inc. and should be approached in a positive, open, and mutually cooperative manner.

Separation of Employment

Separation of employment within an organization can occur for several different reasons.

Resignation: Although we hope your employment with us will be a mutually rewarding experience, we understand that varying circumstances cause employees to voluntarily resign employment. Resigning employees are required to provide two weeks' notice, in writing, to facilitate a smooth transition out of the organization. Management reserves the right to provide an employee with two weeks' pay in lieu of notice in situations where job or business needs warrant such action. If an employee provides less notice than requested, the employer may deem the individual to be ineligible for rehire depending on the circumstances regarding the notice given.

Retirement: Employees who wish to retire are required to notify their department director and the Human Resource department in writing at least one (1) month before the planned retirement date.

Job abandonment: Employees who fail to report to work or contact their supervisor for two (2) consecutive workdays shall be considered to have abandoned the job without notice, effective at the end of their normal shift on the second day. The supervisor shall notify Human Resources at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.

Termination: Employees of Cassone Leasing, Inc. are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

Return of Company Property

The separating employee must return all company property at the time of separation, including uniforms, cell phones, credit cards, keys, PCs, and identification cards. Failure to return some items may result in deductions from the final paycheck. An employee will be required to sign an equipment form when they are assigned these items. The form is listed in Appendix B.

The separating employee shall contact Human Resources as soon as notice is given to schedule an exit interview. The interview will be on the employee's last day of work or another day, as mutually agreed on.

Accrued vacation leave will be paid in the last paycheck unless the employee resigned and did not give and work a full two weeks' notice. The last paycheck will be paid in accordance with Cassone's regular payroll procedure.

Health insurance terminates the last day of the month of employment. Information for Consolidated Omnibus Budget Reconciliation (COBRA) continued health coverage will be provided.

WORKPLACE HARASSMENT

Cassone Leasing, Inc. is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, Cassone Leasing, Inc. expects that all relationships among persons in the office will be business-like and free of bias, prejudice, and harassment.

Cassone Leasing Inc. provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, reproductive health decision making or any other characteristic protected by New York State Law including age, race, creed, color, national origin, sexual orientation, military status, sex, disability, marital status, domestic violence victim status, gender identity, criminal history and reproductive health decision making or any other characteristic protected by federal, state or local laws.

Cassone Leasing, Inc. encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of Cassone Leasing, Inc. to investigate such reports promptly and thoroughly. Cassone Leasing, Inc. prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

TYPES OF HARASSMENT

A. SEXUAL HARASSMENT

Cassone Leasing, Inc. is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. All employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of Cassone Leasing, Inc.'s commitment to a discrimination-free workplace. Sexual harassment is against the law and all employees have a legal right to a workplace free from sexual harassment and employees are urged to report sexual harassment by filing a complaint internally with Cassone Leasing, Inc. Employees can also file a complaint with a government agency or in court under federal, state or local antidiscrimination laws.

While this policy specifically addresses sexual harassment, harassment because of and discrimination against persons of all protected classes is prohibited.

FOR FURTHER INFORMATION PLEASE SEE "CASSONE LEASING INC.'s SEXUAL HARASSMENT POLICY" ATTACHED HERETO AS APPENDIX "D".

B. HARASSMENT ON THE BASIS OF OTHER PROTECTED CHARACTERISTICS OTHER THAN SEXUAL HARASSMENT

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, this type of harassment is defined as: verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of any characteristic protected by law or that his/her relatives, friends or associates, and that: a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment via e-mail, phone (including voice messages), text messages, tweets, blogs, social networking sites or other means.

Individuals and Conduct Covered

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to Cassone Leasing, Inc. (e.g., an outside vendor, consultant, or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

WORKPLACE BULLYING

Cassone Leasing, Inc. defines bullying as "repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment."

The purpose of this policy is to communicate to all employees, including supervisors, managers, and executives, that the company will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meeting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. Cassone Leasing, Inc. considers the following types of behavior examples of bullying:

Verbal bullying: Slandering, ridiculing, or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.

Physical bullying: Pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault; damage to a person's work area or property.

Gesture bullying: Nonverbal threatening gestures or glances that convey threatening messages.

VIOLENCE IN THE WORKPLACE

All employees, customers, vendors, and business associates must be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous to others.

Conduct that threatens, intimidates or coerces another employee, customer, vendor, or business associate will not be tolerated. Cassone Leasing, Inc. resources may not be used to threaten, stalk, or harass anyone at the workplace or outside the workplace. Cassone Leasing, Inc. treats threats coming from an abusive personal relationship as it does other forms of violence.

Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to security personnel, Human Resources, or any member of management. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

Employees should promptly inform the Human Resources Manager of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regard to intimate partner violence. Cassone Leasing, Inc. will not retaliate against employees making good-faith reports. Cassone Leasing, Inc. is committed to supporting victims of intimate partner violence by providing referrals to community resources and providing time off for reasons related to intimate partner violence.

Cassone Leasing, Inc. will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. Cassone Leasing, Inc. will not retaliate against employees making good-faith reports of violence, threats or suspicious individuals or activities. In order to maintain workplace safety and the integrity of its investigation, Cassone Leasing, Inc. may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

Cassone Leasing, Inc. encourages employees to bring their disputes to the attention of their supervisors or Human Resources before the situation escalates. Cassone Leasing, Inc. will not discipline employees for raising such concerns.

COMPLAINT PROCESS

If you believe that you have been subjected to sexual harassment, you are encouraged to complete the sexual harassment complaint form attached as Appendix “E” and submit it to your immediate supervisor or the Human Resources department. You will not be retaliated against for filing a complaint.

For any other type of complaint discrimination or harassment, you are encouraged to complete the Employee Complaint Form attached as Appendix “A” and submit it to your immediate supervisor or the Human Resources department. An employee may also submit a complaint of discrimination or harassment anonymously.

When possible, Cassone Leasing, Inc. encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. Cassone Leasing, Inc. recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

Cassone Leasing, Inc. encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, although no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Any investigation shall be documented in writing, and every complainant and respondent shall receive a written summary of the outcome of any investigation. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately.

If a party to a complaint does not agree with its resolution, that party may appeal to Cassone Leasing, Inc.’s President or Vice President.

Retaliation

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately to the Human Resource Manager and will be promptly investigated and addressed. If you believe you are being subjected to retaliation, you should report the retaliation immediately in the manner provided in the above complaint process.

WORKPLACE SAFETY

Safety

It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all local, state and federal safety and health regulations and program standards, and with any special safety concerns for use in a particular area or with a client.

Although most safety regulations are consistent throughout each department and program, each employee has the responsibility to identify and familiarize her/himself with the emergency plan for his/her working area. We recommend the use of hard hats, reinforced work shoes and safety goggles. Safety equipment must be worn at all times while engaged in work.

It is the responsibility of the employee to complete an Accident and Incident Report for each safety and health infraction that occurs by an employee or that the employee witnesses. Failure to report such an infraction may result in employee disciplinary action, including termination.

Furthermore, management requires that every person in the organization assumes the responsibility of individual and organizational safety. Failure to follow company safety and health guidelines or engaging in conduct that places the employee, client or company property at risk can lead to employee disciplinary action and/or termination.

- Please refer to the company safety manual for Cassone Leasing, Inc's complete policies regarding safety in the workplace.

Drug-Free Workplace

Cassone Leasing, Inc. has a longstanding commitment to provide a safe and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of employees and to the security of our equipment and facilities. For these reasons, Cassone Leasing, Inc. is committed to the elimination of drug and/or alcohol use and abuse in the workplace.

This policy outlines the practice and procedure designed to correct instances of identified alcohol and/or drug use in the workplace. This policy applies to all employees and all applicants for employment of Cassone Leasing, Inc. Human Resources is responsible for policy administration.

Drug Free Work Rules

The following work rules apply to all employees:

Whenever employees are working, are operating any company vehicle, are present on company premises, or are conducting related work off-site, they are prohibited from:

- Using, possessing, buying, selling, manufacturing, or dispensing an illegal drug (to include possession of drug paraphernalia).
- Being under the influence of alcohol or an illegal drug as defined in this policy.

The presence of any detectable amount of any illegal drug or illegal controlled substance in an employee's body while performing company business or while in a company facility is prohibited.

Cassone, Leasing, Inc. will not allow any employee to perform their duties while taking prescribed drugs that are adversely affecting the employee's ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.

Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

Required Testing

The company will require all applicants for employment and all existing employees, under certain circumstances, to be tested for the presence of drugs or alcohol as part of this company's policy prohibiting drug or alcohol use. Cassone retains the right to require the following tests:

Reasonable suspicion: Employees are subject to testing based on observations by a supervisor of apparent workplace use, possession, or impairment. Human Resources must be consulted before sending an employee for reasonable suspicion testing.

Post-accident: Employees are subject to testing when they cause or contribute to accidents that seriously damage a company vehicle, machinery, equipment, or property and/or result in an injury to themselves or another employee requiring off-site medical attention. In any of these instances, the investigation and subsequent testing must take place within two (2) hours following the accident, if not sooner.

Follow-up: Employees who have tested positive, or otherwise violated this policy, are subject to discipline up to and including discharge. Depending on the circumstances and the employee's work history/record, Cassone Leasing, Inc. may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies for a minimum of one (1) year but not more than two (2) years. If the employee either does not complete his/her rehabilitation program or tests positive after completing the rehabilitation program, he/she will be subject to immediate discharge from employment.

Random: Employees who operate machinery as part of their job duties are subject to random drug/alcohol testing.

Consequences

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture, or dispense an illegal drug in violation of this policy will be terminated.

The first time an employee tests positive for alcohol or illegal drug use under this policy, the result will be discipline up to and including discharge.

Employees will be paid for time spent in alcohol/drug testing and then suspended pending the results of the drug/alcohol test. After the results of the test are received, a date/time will be scheduled to discuss the results of the test; this meeting will include a member of management and Human Resources. Should the results prove to be negative; the employee will receive back pay for the times/days of suspension.

Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided shall be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files.

Inspections

Cassone Leasing, Inc. reserves the right to inspect all portions of its premises for drugs, alcohol, or other contraband. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol, or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline up to and including discharge.

Crimes Involving Drugs

Cassone Leasing, Inc. prohibits all employees from manufacturing, distributing, dispensing, possessing, or using an illegal drug in or on company premises or while conducting company business. Employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel shall be notified, as appropriate, when criminal activity is suspected.

WORKPLACE EXPECTATIONS

Standards of Personal Conduct

Cassone Leasing, Inc. seeks to provide its employees with a pleasant and cooperative working environment. This can only be achieved by maintaining a working relationship based upon mutual respect and understanding. The following rules of conduct are intended to minimize the

risk that any employee will be subject to disciplinary action through any misunderstanding or otherwise. This list is illustrative only, and not intended to be all-inclusive.

A. Major Rules of Conduct

The following violations or breaches of conduct are examples of conduct and are considered so serious that they cannot be allowed in the interests of Cassone Leasing, Inc. and will result in disciplinary action up to and including termination.

1. Violation of federal, state, or local law.
2. Discrimination or Harassment (sexual, verbal, physical or visual) directed at any person associated with Cassone Leasing, Inc. or who has a business relationship with Cassone Leasing, Inc. (e.g., customers, vendors, etc.).
3. Threatening, intimidating or coercive behavior toward fellow employees or supervisors.
4. The presence of conflict of interest.
5. Leaving premises during work hours without supervisor's or Cassone Leasing, Inc.'s permission.
6. Disclosure of confidential information.
7. Possession, use or sale of liquor, marijuana, narcotics or other illegal substances on Cassone Leasing, Inc.'s premises.
8. Willful destruction or unauthorized removal of Cassone Leasing, Inc.'s, or other person's property.
9. Unauthorized charges against Cassone Leasing, Inc.'s accounts or seeking reimbursement for improper expenses or unauthorized taking of Cassone Leasing, Inc.'s property for personal use.
10. Any intentional act which might endanger the safety of others, or violations of safety practices.
11. Falsifying any Cassone Leasing, Inc.'s records, falsifying entries on time clocks by permitting another to make an entry on timeclock for you or by asking another employee to make an entry on the timeclock for you.
12. Fighting on Cassone Leasing, Inc.'s premises.
13. Possession of firearms, explosives or other dangerous weapons on Cassone Leasing, Inc.'s premises.
14. Obtaining employment on the basis of false or misleading information.

B. General Rules of Conduct

The following examples are unacceptable but generally considered correctable with proper counseling. If corrective counseling does not produce improvement, employees will be subject to disciplinary action up to and including termination. Examples of these types of behavior include, but are not limited to:

1. Behavior which is abrasive, unreasonable, or disruptive of work.
2. Excessive tardiness or absenteeism.
3. Unauthorized personal telephone or computer usage.
4. Performing personal work during work hours.
5. Failure to return from rest or meal period as scheduled.
6. Failure to return to work upon expiration of vacation or leave of absence.
7. Inefficient or careless performance of duties.

The above Major Rules of Conduct and General Rules of Conduct are examples only. Other offenses not specifically enumerated in these sections will also result in disciplinary action up to and including termination.

C. Corrective Counseling Program

Cassone Leasing, Inc. seeks to maintain positive employee/employer relations and will try, where feasible, to communicate to its employees when their work performance is unsatisfactory. This process is known as “progressive discipline”. An employee’s participation in open and frank discussions with his/her manager is important to achieve mutual understanding about expected job standards and to minimize gaps between shared expectations and results. These guidelines for problem solving, however, are meant to remain flexible and may or may not be followed in every case (see “Standards of Personal Conduct”). Also, the fact that these guidelines are published does not alter the fact that employment is, at all times, “at-will”.

Guidelines:

1. Verbal Communication – This is the first step in achieving open, constructive dialogue between employees and managers which should prevent most problems from escalating.
2. Written Communication – In this phase, the manager will specify what actions are required for continued employment with Cassone Leasing, Inc. This type of warning will be utilized when

verbal warnings/communications have been ineffective in getting an employee to correct any unsatisfactory work practices previously discussed. This stage may also precede any other communications if the behavior in question is severe enough in nature to cause serious disruption to the work environment

3. Failure to Improve Performance – If results of corrective counseling are unsatisfactory, termination will result.

4. Employee's Right to Respond – An employee may respond in writing any time during the corrective counseling process. Any such written response will be placed in the employee's personnel file.

Confidentiality

Our clients and other parties with whom we do business entrust the company with important information. It is our policy that all information considered confidential will not be disclosed to external parties or to employees without a "need to know." Examples include but are not limited to client lists, pricing information, financial data, and other information as determined by management.

If an employee questions whether certain information is considered confidential, he/she should first check with his/her immediate supervisor or Human Resources.

This policy is intended to alert employees to the need for discretion at all times and is not intended to inhibit normal business communications. Please ensure all confidential information is handled appropriately and secured when necessary.

Conflicts of Interest

Employees must avoid any relationship or activity that might impair, or even appear to impair, their ability to make objective and fair decisions when performing their jobs. At times, an employee may be faced with situations in which business actions taken on behalf of Cassone Leasing, Inc. may conflict with the employee's own personal interests. Company property, information or business opportunities may not be used for personal gain.

Conflicts of interest could arise in the following circumstances:

- Being employed by, or acting as a consultant to, a competitor or potential competitor, supplier, or contractor, regardless of the nature of the employment, while employed with Cassone Leasing, Inc.
- Serving as a board member for an outside commercial company or organization.
- Owning or having a substantial interest in a competitor, supplier, or contractor.

- Accepting gifts, discounts, favors, or services from a customer/potential customer, competitor, or supplier, unless equally available to all company employees.

Employees with a conflict-of-interest question should seek advice from management. Before engaging in any activity, transaction or relationship that might give rise to a conflict of interest, employees must seek review from the General Counsel's Office or Human Resources.

Outside Employment

Employees are permitted to engage in outside work or to hold other jobs, subject to certain restrictions as outlined below.

Activities and conduct away from the job must not compete with, conflict with, or compromise the company interests or adversely affect job performance and the ability to fulfill all job responsibilities. Employees are prohibited from performing any services for customers on non-working time that are normally performed by Cassone Leasing, Inc. This prohibition also extends to the unauthorized use of any company tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

Employees are cautioned to carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If Cassone Leasing, Inc. determines that an employee's outside work interferes with performance, the employee may be asked to terminate the outside employment.

Employees who have accepted outside employment may not use paid sick leave to work on the outside job. Fraudulent use of sick leave will result in disciplinary action up to and including termination.

Off Duty Conduct

Subject to certain exceptions under New York State law, the Company prohibits discrimination against an employee because the employee engages in any lawful activity off the Company's premises during non-working hours.

Attendance and Punctuality

Objective

The purpose of this policy is to set forth Cassone's policy and procedures for handling employee absences and tardiness to promote the efficient operation of the company and minimize unscheduled absences.

Policy

Punctual and regular attendance is an essential responsibility of each employee at Cassone. Employees are expected to report to work as scheduled, on time and prepared to start working. Employees also are expected to remain at work for their entire work schedule. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided.

This policy does not apply to absences covered by the Family and Medical Leave Act (FMLA), or leave provided as a reasonable accommodation under the Americans with Disabilities Act (ADA). These exceptions are described in separate policies.

Absence

“Absence” is defined as the failure of an employee to report for work when he or she is scheduled to work. The two types of absences are defined below:

*Excused absence occurs when all the following conditions are met:

- * The employee provides to his or her supervisor sufficient notice at least 48 hours in advance of the absence.

- * The absence request is approved in advance by the employee’s supervisor.

- * The employee has sufficient accrued personal/vacation leave to cover the absence.

*Unexcused absence occurs when any of the above conditions are not met. If it is necessary for an employee to be absent or late for work because of an illness or an emergency, the employee must notify his or her supervisor no later than the employee’s scheduled starting time on that same day. If the employee is unable to call, he or she must have someone make the call.

An unexcused absence counts as one occurrence for the purposes of discipline under this policy.

Employees with three or more consecutive days of excused absences because of illness or injury must give Cassone proof of physician’s care and fitness for duty release prior to returning to work.

Employees must take earned time off for every absence unless otherwise allowed by company policy (e.g., leave of absence, bereavement, jury duty).

Tardiness and Early Departures

Employees are expected to report to work and return from scheduled breaks on time. If employees cannot report to work as scheduled, they must notify their supervisor no later than their starting time. This notification does not excuse the tardiness but simply notifies the supervisor that a schedule change may be necessary.

Employees who must leave work before the end of their scheduled shift must notify a supervisor immediately.

Tardiness and early departures may result in disciplinary action by supervisor.

Disciplinary Action

Excessive absenteeism is defined as two or more occurrences of unexcused absence in a 30-day period and will result in disciplinary action. Eight occurrences of unexcused absence in a 12-month period are considered grounds for termination.

Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter. The first instance of a no call/no show will result in corrective action. *A no call/no show lasting two days may be considered job abandonment and may be deemed an employee's voluntary resignation of employment.*

Attire and Grooming

Cassone employees contribute to the corporate culture and reputation in the way they present themselves. A professional appearance is essential to a favorable impression with customers, regulators, and company shareholders. Good grooming and appropriate dress reflect employee pride and inspire confidence on the part of such persons.

Cassone department managers may exercise reasonable discretion to determine appropriateness in employee dress and appearance. Employees who do not meet a professional standard may be sent home to change, and nonexempt employees will not be paid for that time off. Reasonable accommodations will be made where required.

Basic elements for appropriate and professional business attire include socks or stockings and clothing that is in neat and clean condition. Basic guidelines for appropriate workplace dress do not include tight or short pants, tank tops, halter tops, low-cut blouses or sweaters, or any extreme style or fashion in dress, footwear, accessories, fragrances, or hair. Acceptable attire may also vary with position, i.e., work boots may be needed for safety, and no open toed shoes are allowed in construction areas.

Although it is impossible and undesirable to establish an absolute dress and appearance code, Cassone will apply a reasonable and professional workplace standard to individuals on a case-by-case basis. Management may make exceptions for special occasions or in the case of inclement weather, at which time employees will be notified in advance. An employee unsure of what is appropriate should check with his or her manager or supervisor.

If a supervisor or manager decides that an employee's dress or appearance is not appropriate as outlined in this policy, he or she may take corrective action and require the employee to leave the work area and make the necessary changes to comply with the policy.

It is the policy of Cassone Leasing, Inc. to comply with all federal, state, and local laws concerning employees maintaining natural hair or hairstyles that are closely associated with their racial, ethnic, or cultural identities.

New York State Law prohibits race discrimination based on natural hair or hairstyles and defines “race” for certain specific purposes to include but not be limited to ancestry, color, ethnic group identification and ethnic background. This shall include traits historically associated with race, including but not limited to hair texture and protective hairstyles. Protective hairstyles shall include, but not be limited to, such hairstyles as braids, locks, and twists.

All employees are required to practice good grooming and personal hygiene habits. Consult the Human Resources Department if you have questions as to what constitutes appropriate attire.

Lost, Damaged and Stolen Property

If the equipment or property, placed in the care of an employee, is lost, damaged or stolen because of the employee’s negligence or willful disregard, the employee will pay the amount equal to the replacement value or repair cost of the equipment or property, in excess of \$100. (This means that if the replacement value or repair cost of the equipment or property is \$300, the employee will pay the employer \$200.)

The employee will make arrangements with Cassone to pay Cassone the amount owed. If the employee cannot agree on a payment plan, Cassone will take whatever legal steps are available to recover the value of the loss from the employee. These steps may include deductions from the employee’s pay when permitted by federal or state law.

Employee Personnel Files

We establish a personnel file when you begin your employment. This information helps us to administer benefits and health insurance and any other information that may reflect you as the employee, in an accurate and timely manner. We ask that you report any changes you have in your name, address, telephone number, marital status, number of dependents and who to notify in the case of an emergency to the Human Resources Manager.

Employee files are maintained by the Human Resource department and are confidential.

Keeping a personnel file up-to-date is important. Please immediately notify Human Resources of any changes in:

- Name (including any legal name changes)
- Home address and/or telephone number
- Eligibility to work in the United States
- Emergency contact
- Beneficiary designation

- Marital status
- Number of dependents
- Tax-related deductions

COMPUTER, E-MAIL, AND INTERNET USE

Cassone makes available various software and on-line computer services to its personnel. The computers, software, on-line services, and all e-mail transmissions are the property of Cassone, or the particular licensor, and should be used in a productive and appropriate manner for work related to Company business. Use of the computers, software and on-line services is conditioned upon acceptance of, and compliance with, the following terms and conditions:

- The on-line services have been provided to assist in Company-sanctioned communication and research. If they are used for incidental personal purposes, they may not include uses requiring substantial expenditures of time or use of Company resources, uses for profit or solicitation, or uses that would otherwise violate Company policies.
- While Cassone respects the personal property of its personnel, there should be no expectation of privacy regarding information transmitted over, or stored in, Cassone's computers. The computers are accessible at all times by Cassone for maintenance, upgrading or any other business or legal purpose. Cassone has the right to disclose any information on the computer to a third party without an individual's consent. Additionally, Internet usage and sites visited may be monitored. Use of the computers and services constitutes each person's permission for Cassone to monitor communications and to access files that are made on or with Cassone's computers.
- All computer equipment, including hard drives, monitors, keyboards, laptops, speakers, modems, scanners, printers, other peripherals, and software are the property of Cassone and bear an identification number.
- Cassone has licensed software on the computers for business use. The software is available for Employee's business use, but employees are not permitted to download, copy or otherwise use or disseminate Company software for any purpose other than using the software for Company business and then only with the express written permission of the system administrator. Any other use of Company software is strictly prohibited.
- Employees are prohibited from installing software on their computers without the approval of their supervisor and the appropriate systems administrator.
- Personal use of computer capacity is prohibited in order to maintain productivity and minimize the burden on computer capacity. Employees must not use Company computers to produce and store personal materials, including but not limited to mailing lists, promotional

materials, financial records for a side business or a volunteer organization, or other personal information.

- E-mail messages are not protected by any privilege and may be legally discoverable and used against Cassone or its program participants in court. All e-mails are stored, even if the user has requested that they be erased, and they are retained on a backup system.
- The computer services, including the Internet, shall not be used for illegal or wrongful purposes, including, without limitation, (1) disseminating or printing of materials in violation of copyright laws or infringement upon any other intellectual property rights of third parties, (2) disseminating offensive, harassing, discriminatory or defamatory statements or material, or (3) sending or soliciting sexually-oriented messages or images.
- All users are expected to undertake precautions to prevent computer viruses from infecting Company computers. In particular, executable programs imported from other sites or received via e-mails must not be used unless a system administrator has approved them and they have been properly scanned and cleaned of viruses.
- Information that relates to Company business, but is no longer of use, should be removed. E-mails, if an important part of a file, should be printed and retained. Employees should completely erase e-mails regularly.
- No encryption programs or devices should be used on any files or programs, unless done with Company permission and through the use of software approved by Cassone.
- Access to the Internet is shared by all personnel of Cassone. When several people use it simultaneously, it will take longer to perform the tasks requested. Additionally, printing from the Internet takes longer than other print jobs. All users are asked to limit the amount of material printed at one time so as not to prevent others from using the limited printing resources.
- Employees are prohibited from downloading software from the Internet without the prior approval of the system administrator.
- The e-mail system is to be used for business related purposes. Cassone treats all messages sent, received, or stored in the e-mail system as business messages.
- Cassone has the capability to access, review, copy and delete any messages sent, received, or stored on the e-mail system. Cassone reserves the right to access, review, copy or delete all such messages for any purposes and to disclose them to any party (inside or outside Cassone) it deems appropriate.
- Should employees make incidental use of the e-mail system to transmit personal messages, such messages will be treated no differently from other messages, i.e., Cassone reserves the right to access, review, copy, delete or disclose them for any purpose. Accordingly, employees cannot use the e-mail system for private/personal use. Employees should treat the e-

mail system like a shared store in the network system (or in individual hard disks), which will be available for review by any authorized representative of Cassone for any purpose.

- Some of the messages sent, received, or stored on Cassone e-mail system will constitute confidential, privileged communications between Cassone and either it is inside or outside attorneys. Upon receipt of a message either from or to counsel, do not forward it or its contents to others inside Cassone without counsel's authorization. Never forward such messages or their contents to any outsiders.
- Use of the e-mail system to copy and/or transmit any documents, software, or other information protected by the copyright laws is prohibited.

Any employee violating these provisions or engaging in theft, corruption, or alteration of any of Cassone's computer data or programs is subject to discipline, termination, or criminal prosecution. This policy may be updated from time to time and amended at the discretion of Cassone. All personnel will be provided with any update or amendment.

Right to Monitor

All company-supplied technology and company-related work records belong to the company and not to the employee. Cassone Leasing, Inc. reserves the right to monitor use of company-supplied technology. Inappropriate or illegal use or communications may be subject to disciplinary action up to and including termination of employment.

SOCIAL MEDIA

At Cassone, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media. This policy applies to all employees who work for the company.

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether or not associated or affiliated with Cassone, as well as any other form of electronic communication.

The same principles and guidelines found in Cassone's policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct

that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects members, customers, suppliers, people who work on behalf of Cassone Leasing or Cassone's legitimate business interests may result in disciplinary action, up to and including termination.

Know and Follow the Rules

Carefully read these guidelines and all of Cassone's employee policies to ensure your postings are consistent with these policies. All of these policies apply to use of social media regardless of whether the employee is engaged in social media during working time, on the company's premises and/or through the employee's own equipment. In particular, please remember that Cassone's anti-harassment and non-discrimination policies govern employee use of social media. Inappropriate postings that include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action, up to and including termination.

Be Respectful

Always be fair and courteous to fellow employees, customers, suppliers, or people who work on behalf of Cassone. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers than by posting complaints to a social media outlet.

Nevertheless, if you decide to post complaints or criticism, you must avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, co-employees, or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

Be Honest and Accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be maliciously false about Cassone, fellow employees, suppliers, vendors, people working on behalf of Cassone or competitors.

Post Only Appropriate and Respectful Content

You must maintain the confidentiality of the company's business information. Do not disclose personal information about employees, customers, business partners or third parties that you create, receive or of which you become aware during your employment. You must not disclose Cassone's trade secrets, confidential proprietary or privileged information or attorney-client privileged information. Maintain the confidentiality of Cassone's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, know-how and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications.

Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities. In addition, respect all copyright and other intellectual property laws. It is essential that you comply with all laws governing copyright, fair use of copyrighted material, trademark, and other intellectual property. Do not create a link from your blog, website, or other social networking site to the company website without identifying yourself as an employee of the company.

Express only your personal opinions. You may not post anything in the name of Cassone Leasing or in a manner that could be attributed to Cassone without prior written authorization. Without authorization, you may never represent yourself as a spokesperson for Cassone. If Cassone is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the company, fellow employees, customers, suppliers or people working on behalf of Cassone. If you do publish a blog or post online that identifies you as an employee of Cassone or where you would be easily identifiable as working for the company, related to the work you do or subjects associated with the company, make it clear that you are not speaking on behalf of the company. It is required to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Cassone Leasing."

Using Social Media at Work

Refrain from using social media while on working time or on equipment we provide, unless it is work-related, as specifically authorized by your manager. Without prior authorization, social media must be undertaken during non-working time in non-working areas and with non-Employer provided equipment. Do not use company email addresses to register on social networks, blogs or other online tools utilized for personal use.

SOLICITATIONS, DISTRIBUTIONS AND POSTING OF MATERIALS

Cassone Leasing, Inc. prohibits the solicitation, distribution and posting of materials on or at company property by any employee or nonemployee, except as may be permitted by this policy. The sole exceptions to this policy are charitable and community activities supported by Cassone

Leasing, Inc. and company-sponsored programs related to Cassone Leasing, Inc.'s products and services.

Provisions:

- Nonemployees may not solicit employees or distribute literature of any kind on company premises at any time.
- Employees may only admit non-employees to work areas with management approval or as part of a company-sponsored program. These visits should not disrupt workflow. An employee must accompany the nonemployee at all times. Former employees are not permitted onto company property except for official company business.
- Employees may not solicit other employees during work times, except in connection with a company-approved or sponsored event.
- Employees may not distribute literature of any kind during work times or in any work area at any time, except in connection with a company-sponsored event
- The posting of materials or electronic announcements are permitted with approval from Human Resources.

Violations of this policy should be reported to Human Resources.

SEARCHES

Cassone has an obligation to protect its own property and the possessions of employees, visitors, and customers while on the premises. In addition, Cassone has an obligation to maintain a workplace free of illegal drugs, alcohol and illegally held goods.

Therefore, Cassone reserves the right to inspect all possessions of employees, visitors, and customers, including such items as lunchboxes, handbags, purses, packages, and briefcases, carried into or from our premises. Cassone may also search an employee's desk, files, locker or any other area or employee possession on the premises. Cassone may conduct such inspections at any time, at its discretion. Visitors and customers who refuse to cooperate in inspections under this policy will be refused entrance to our premises. Employees who refuse to cooperate with inspections under this policy will be subject to discipline up to and including termination.

COMPENSATION

Performance and Salary Review

Periodic performance reviews are at the end of each anniversary year. The performance appraisal will be discussed, and both the employee and manager will sign the form to ensure that all

strengths, areas for improvement and job goals for the next review period have been clearly communicated. Performance evaluation forms will be retained in the employee's personnel file.

Merit increases are based on company performance and financials and are not guaranteed. A performance review does not always result in an automatic salary increase. The employee's overall performance and salary level relative to his/her position responsibilities are evaluated to determine if a salary increase would be warranted.

Time-Keeping Records

Employees must clock in and out using the time clock or the Paychex app on their phone provided by Cassone Leasing, Inc. which is then used to generate payroll. Each employee is responsible for making sure that he/she clocks in and out correctly and accurately. Any discrepancies should be immediately brought to a supervisors' attention. Failure to comply shall lead to disciplinary action up to and including termination.

Workweek/Pay Dates

The standard workweek for employees is from Friday 12:00 AM through Thursday 11:59 PM. Paychecks are issued every Tuesday.

Cassone Leasing, Inc. does not provide pay advances on unearned wages.

Payment of Wages

Employees are encouraged to have paychecks deposited directly into the bank account of their choice. Direct deposit of salary can be arranged through the Finance Department. Employees who choose automatic deposit receive a deposit slip and a statement of earnings each payday in lieu of a check. The company makes all the payroll deductions required by law, which include:

- FICA or social security. As your employer, OSI matches your contribution to FICA, which is based on your earnings.
- Federal Income Tax. Often called withholding tax, this is the mandatory withholding by the Company of your estimated taxes. The Company in turn, forwards these wages to the federal government.
- State Income Tax. Another withholding tax, this time for the state.
- City Income Tax. Another withholding tax, as required.

If you believe an improper deduction was made to your paycheck, you should immediately report this information to the Finance Department. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be reimbursed as soon as administratively possible.

If your marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted to the Finance department.

Salary payment is made weekly for base salary due up to the pay date. Paydays are usually Tuesdays. If the normal payday falls on a company-recognized holiday, paychecks will be distributed one workday before the aforementioned schedule.

Overtime payment, which is included with the nonexempt employee's base salary payment, is also paid weekly.

MEAL/REST PERIODS

Employees who begin work between 6:00 a.m. and 11:00 a.m., work at least six (6) hours, and work through 2:00 p.m., will be given a 30-minute paid meal period between the hours of 11:00 a.m. and 2:00 p.m. If the meal period exceeds 30 minutes the employee must clock out.

Employees who start work before 11:00 a.m., and who work until 7:00 p.m. or later, will be given – in addition to a 30-minute meal period between the hours of 11:00 a.m. and 2:00 p.m. – a second 20-minute meal period between the hours of 5:00 p.m. and 7:00 p.m.

Employees who start work between 1:00 p.m. and 6:00 a.m., and work six (6) hours or more, will be given a 45-minute meal period in the middle of their shift

Impermissible Use of Meal Period and/or Rest Breaks

The lunch period may not be used to account for an employee's late arrival or early departure.

OVERTIME PAY (NON-EXEMPT EMPLOYEES)

Non-exempt employees who exceed 40 hours of work time in a workweek will be paid time and one half.

Cassone will pay non-exempt employees' overtime for hours over 40 including Holiday and Vacation pay. Employees will not be paid overtime after 32 hours in a week that an employee is sick. If that employee works in excess of 40 hours on the days other than the sick day(s) in the pay period, then that employee is entitled to overtime.

A few examples:

- On the week that we celebrate Memorial Day, there is a Monday holiday. If the employee works 9 hours on each of the other 4 days in that pay week, the employee will receive 32 hours straight pay, 8 hours holiday pay and 4 hours of overtime.
- On a week where an employee works 9 hours each of 4 days because that employee is sick on Wednesday, the employee will receive 36 hours straight time and 8 hours sick time.

- On a week where an employee works 11 hours each of 4 days because that employee is sick on Wednesday, the employee will receive 40 hours straight time, 8 hours sick time and 4 hours overtime.

Employees who anticipate the need for overtime to complete the week's work must notify the supervisor in advance and obtain approval before working hours that extend beyond their normal schedule. Unauthorized overtime may result in disciplinary action. Overtime is not encouraged and will only be approved on a very limited basis.

The workweek begins on Friday and ends on Thursday.
During busy periods employees may be required to work extended hours.

TIME AWAY FROM WORK

Cassone Leasing, Inc. Holiday Calendar

Cassone Leasing, Inc.'s Offices are closed on the following holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Vacation Time

Cassone Leasing, Inc. believes that employees should have opportunities to enjoy time away from work to help balance their lives. Cassone Leasing, Inc. recognizes that employees have diverse needs for time off from work.

Vacation requests must be made through the Paychex app and will be approved or denied from your supervisor.

Eligibility

Employees will be eligible to start accruing vacation days after 90 days of employment. They will accrue 4 hours each month for the remainder of that calendar year. Thereafter vacation hours will be replenished the first pay period of January.

Granting and Payment of Vacation

Vacation is granted based upon a full-time schedule. Employees working less than 35 hours per week and at least 20 hours per week will earn vacation hours on a prorated basis. Length of service determines employee's vacation entitlement. Employees become eligible for the higher rate on the first day of January following completed years of service. Below are vacation guidelines and may vary, please refer to your offer letter for specifics.

| Years of Service | Annual Vacation |
|-------------------------|------------------------|
| 1-5 years | 5 days |
| 6-14 years | 10 days |
| 15+ years | 15 days |

Use and Scheduling of Vacation

Employees are required to use available vacation days when taking time off from work with the exception of a company-required absence due to low workload or absences occasioned by the company. Vacation may be taken in full or half days.

Whenever possible, vacation must be scheduled in advance. Vacation is subject to supervisory approval, department staffing needs and established departmental procedures. Unscheduled absences will be monitored. An employee will be counseled when the frequency of unscheduled absences adversely affects the operations of the department.

Vacation must be used within the calendar year. Any unused vacation hours will be paid out during the last pay period of that year and will not be carried forward into the next calendar year. Employees cannot request to be paid out for their vacation time prior to this pay period.

Payment Upon Termination

After 90 days of employment, an employee will be paid upon separation or retirement for all vacation hours. Employees whose positions are eliminated through a reduction in force or reorganization or whose hours drop below 20 hours per week are paid vacation on the effective date of the termination.

SICK DAYS

New employees will accrue 1 hour per 30 hours worked for a maximum of 56 hours a year. Employees' sick time will reset on January 1st and employees receive 56 hours yearly. Maximum of 7 sick days per year. Sick time will not be calculated in an overtime rate.

Patterns of absenteeism or tardiness may result in discipline even if the employee has not yet exhausted available paid time off. Absences due to illnesses or injuries that qualify under the

Family and Medical Leave Act (FMLA) will not be counted against an employee's attendance record. Medical documentation within the guidelines of the FMLA may be required in these instances.

SCHEDULING & NOTICE

Employees will use their Paychex app to clock in/out and request time off. Time off will be approved or denied by the employee's supervisor. If an employee works a ½ day, he or she may make-up the hours not worked within the same pay period. If an employee does not plan to work at least ½ day, he or she should take the full day off and use his/her paid time off.

JURY DUTY

Upon receipt of notification from the state or federal courts of an obligation to serve on a jury, employees must notify their supervisor and provide him/her with a copy of the jury summons. Cassone will pay employees \$40 per day for the first 3 days of jury duty. After the 3rd day jury duty will be treated as unpaid leave of absence but with full continuation of benefits. If jury duty of (2) or more weeks is anticipated, you may ask for a hardship exemption from the Court.

Cassone believes that employees who spend a day on jury duty or who appear as a witness have performed a day's work. Therefore, the company does not require employees to report to work that day. However, employees are expected at work on days they are not needed at court or when they are excused from court early enough to work at least three hours of their regularly scheduled shift. Employees must provide written verification from the court for each day served.

VOTING TIME

New York State Election Law allows for a registered voter, without the loss of pay for up to three hours, to take off so much working time that will enable him/her to vote at any election. The employee shall be allowed time off for voting only at the beginning or end of his or her working shift. If an employee requires time off to vote he or she shall notify his/her supervisor not less than two working days before the election that he or she requires time off to vote.

An employee must submit a voter's receipt on the first workday following the election to qualify for time off and pay pursuant to this policy.

LACTATION/BREASTFEEDING

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed to express breast milk for her baby. The break time should, if possible, be taken concurrently with other break periods already provided. Such break

time will be unpaid if the break time is twenty (20) minutes or longer. Cassone Leasing, Inc. will make a reasonable effort to provide the employee with the use of a room or other location (other than a toilet stall) in close proximity to the employee's work area, for the employee to express milk in private. Nursing mothers who would like accommodation should contact Human Resources and accommodation will be arranged. Employees who work off-site or in other locations will be accommodated with a private area as necessary. Breaks of more than 20 minutes in length will be unpaid, and the employee should indicate this break period on her time record.

LEAVES OF ABSENCE

New York State Paid Family Leave

Eligibility:

Employees are eligible to apply for New York Paid Family Leave ("PFL")

1. To care for a family member with a serious health condition.
2. To bond with their newborn or newly placed adoptive or foster child; or
3. For any qualifying reason under the Family and Medical Leave Act ("FMLA") arising from the employee's spouse, domestic partner, child, sibling, grandparent, grandchild, or parent being on active military duty, or, alternatively, being notified of an impending call or order to active duty.

Employee eligibility requirements are as follows:

Employees with a regular work schedule of 20 or more hours per week are eligible after 26 weeks of employment.

Employees with a regular work schedule of less than 20 hours (i.e., "part-time" employees) per week are eligible after 175 days worked.

PFL coverage is funded by employee payroll contributions. Employees whose regular work schedules are temporary or seasonal, who will never hit the eligibility minimums set forth above, may opt out of PFL. Please contact the Human Resources department if you believe you are eligible to waive PFL benefits.

Notice Requirements

When an employee has a foreseeable situation, he or she should provide 30 days' advance notice of his or her intention to use PFL. Foreseeable qualifying events include an expected birth, placement for adoption or foster care; planned medical treatment for a serious health condition of a family member; the planned medical treatment for a serious injury or illness of a covered service member; or other known military exigency. If the event was not foreseeable (e.g., a medical emergency), the employee must notify Cassone Leasing, Inc. as soon as practical. When an employee takes intermittent family leave, the employee must provide notice as soon as is practicable before each day of intermittent leave. When providing notice to the company, employees must identify: (1) the qualifying event; (2) the anticipated timing and duration of the leave; and (3) the covered purpose for the leave.

When an employee does not provide the required timely notice, and no unusual circumstances justify the failure to comply, PFL may be delayed or denied.

Application for Benefits

An employee must submit a completed claim package and provide any necessary documentation to the company's PFL carrier within 30 days of his or her first day of paid leave. Please contact the Human Resources department to obtain a PFL claim form package and information regarding what types of documentation is required for each qualifying basis for requesting PFL.

PFL Benefits

PFL benefits are available to eligible employees as set forth below:

| Year | Weeks Available | Max % of Employee Average Weekly Wage | Capped at % of NYS Average Weekly Wage |
|-------|-----------------|--|---|
| 2021+ | 12 | 67% | 67% |

Employees will be paid directly by the company's PFL carrier. The Company will deduct the premium cost for its PFL insurance policy through a payroll deduction as required by law.

Interaction with Other Laws and Benefits

PFL shall be taken concurrently with any leave taken under FMLA or other leaves (to the extent available and permitted by law). The Company permits employees to use accrued, unused paid leave benefits (such as paid vacation, to the extent available) while on PFL to receive full salary while on leave.

Employees may also not be eligible to receive PFL benefits: (1) if they are receiving their full pay through other paid leave benefits at the Company; (2) for days when employees work at least part of that day with pay for the Company or for any other employer; or (3) while using the same time for the same family member in question and both spouses are employed by the Company.

During any period of PFL, the Company will maintain its employees' existing health benefits for the duration of PFL as if they had continued to work, but employees will be responsible for paying their portion of any premiums consistent with any applicable Company policies.

Anti-Discrimination/Anti-Retaliation Rights

The Company strictly prohibits discrimination and/or retaliation against an employee because he or she filed for or received PFL benefits. If any employee feels he or she has been subjected to discrimination or retaliation for using PFL, the employee should follow the Company's complaint procedure in this handbook to report such conduct.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

Cassone Leasing Inc. will provide Family and Medical Leave Act (FMLA) leave to its eligible employees. The company posts the mandatory FMLA Notice and upon hire provides all new employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Leave Act.

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If you have any questions, concerns, or disputes with this policy, you must contact Rita Barreto, Human Resources Manager.

A. General Provisions

Under this policy, Cassone will grant up to 12 weeks of leave during a 12-month period to eligible employees (or up to 26 weeks of military caregiver leave to care for a covered servicemember with a serious injury or illness). The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

B. Eligibility

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

- 1) The employee must have worked for the company for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
- 2) The employee must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. The 1,250 hours do not include time spent on paid or unpaid leave. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
- 3) The employee must work in a worksite where 50 or more employees are employed by the company within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.

C. Type of Leave Covered

To qualify as FMLA leave under this policy, the leave must be for one of the reasons listed below:

- 1) The birth of a child and in order to care for that child.
- 2) The placement of a child for adoption or foster care and to care for the newly placed child.
- 3) To care for a spouse, child, or parent with a serious health condition (described below).
- 4) The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of his or her position.

Under the FMLA, a “spouse” means a husband or wife. Husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either:

- a) was entered into in a state that recognizes such marriages; or
- b) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what illnesses are covered under this FMLA policy or under the company's sick leave policy are encouraged to consult with the Human Resource Manager.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the company may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

5) Qualifying exigency leave for families of members of the National Guard or Reserve or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following:

- a. short-notice deployment
- b. military events and activities
- c. childcare and school activities
- d. financial and legal arrangements

- e. counseling
- f. rest and recuperation
- g. post-deployment activities
- h. additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Eligible employees are entitled to FMLA leave to care for a current member of the Armed Forces, including a member of the National Guard or Reserve, or a member of the Armed Forces, the National Guard or Reserve who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserve, or members on the permanent disability retired list.

(6) To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the covered servicemember.

- a) A “son or daughter of a covered servicemember” means the covered servicemember's biological, adopted, or foster child, stepchild or legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.
- b) A “parent of a covered servicemember” means a covered servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents in law.
- c) The “next of kin of a covered servicemember” is the nearest blood relative, other than the covered service member's spouse, parent, son or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin. For example, if a covered servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered servicemember's next of kin. Alternatively, where a covered servicemember has siblings and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to § 825.122(k).

“Covered active duty” means:

(a) “Covered active duty” for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.

(b) *Covered active duty or call to covered active-duty status* in the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee’s 12-week maximum of FMLA leave in a 12-month period.

(7) Military caregiver leave (also known as covered servicemember leave) to care for an injured or ill servicemember or veteran.

An employee whose son, daughter, parent or next of kin is a covered servicemember may take up to 26 weeks of leave in a single 12-month period to care for that servicemember.

Next of kin is defined as the closest blood relative of the injured or recovering servicemember.

The term “covered servicemember” means:

(a) a member of the Armed Forces (including a member of the National Guard or Reserve) who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness; or

(b) a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserve) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

The term “serious injury or illness” means:

(a) in the case of a member of the Armed Forces (including a member of the National Guard or Reserve), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank or rating;

(b) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserve) at any time during a period when the person was a covered servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.

(c) Outpatient status, with respect to a covered servicemember, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

D. Amount of Leave

An eligible employee can take up to 12 weeks for the FMLA circumstances (No. 1) through (No. 5) above under this policy during any 12-month period. The company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA circumstance (No. 6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the company will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for the company and each wish to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the company and each wish to take leave to care for a covered injured or ill servicemember, the husband and wife may only take a combined total of 26 weeks of leave.

E. Employee Status and Benefits During Leave

While an employee is on leave, the company will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the company will require the employee to reimburse the company the amount it paid for the employee's health insurance premium during the leave period.

Under current company policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Accounting Department by the 1st day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

The employer will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the

premiums, or the employer may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

F. Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from a health care provider. This requirement will be included in the employer's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. The company may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FMLA leave is requested of his or her status as a key employee.

G. Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition, or the serious health condition of a family member must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave. Sick leave may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave, or sick leave (as long as the reason for the absence is covered by the company's sick leave policy) prior to being eligible for unpaid leave.

H. Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill servicemember over a 12-month period).

The company may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the company and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the company before taking intermittent leave or working a reduced-hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

I. Certification for the Employee's Serious Health Condition

The company will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition.

The company may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The company will not use the employee's direct supervisor for this contact. Before the company makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the company will obtain the employee's permission for clarification of individually identifiable health information.

The company has the right to ask for a second opinion if it has reason to doubt the certification. The company will pay for the employee to get a certification from a second doctor, which the company will select. The company may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the company will require the opinion of a third doctor. The company and the employee will mutually select the third doctor, and the company will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

J. Certification for the Family Member's Serious Health Condition

The company will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of

leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition.

The company may directly contact the employee's family member's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The company will not use the employee's direct supervisor for this contact. Before the company makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the company will obtain the employee's family member's permission for clarification of individually identifiable health information.

The company has the right to ask for a second opinion if it has reason to doubt the certification. The company will pay for the employee's family member to get a certification from a second doctor, which the company will select. The company may deny FMLA leave to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the company will require the opinion of a third doctor. The company and the employee will mutually select the third doctor, and the company will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

K. Certification of Qualifying Exigency for Military Family Leave

The company will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

L. Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave

The company will require certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Servicemember.

M. Recertification

The company may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days unless circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the company may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The company may provide the employee's health care provider with the employee's attendance

records and ask whether the need for leave is consistent with the employee's serious health condition.

N. Procedure for Requesting FMLA Leave

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the HR manager. Within five business days after the employee has provided this notice, the HR manager will complete and provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the company's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

O. Designation of FMLA Leave

Within five business days after the employee has submitted the appropriate certification form, the HR manager will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice.

P. Intent to Return to Work from FMLA Leave

On a basis that does not discriminate against employees on FMLA leave, the company may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Paid Leave for Birth or Adoption of a Child

Employees who have worked for Cassone Leasing, Inc. for more than 3 continuous years and are utilizing FMLA due to the birth or adoption of a child will also be eligible to receive maternity leave according to the following schedule:

If employed for 3 years on the start day of the leave of absence: (2) weeks paid

If employed for 5 years on the start day of the leave of absence: (6) weeks paid

If employed for 7 years on the start day of the leave of absence: (8) weeks paid

Employee Benefits During Leave

While an employee is on leave, the company will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider.

Personal Leave of Absence

Employees who require time off in addition to vacation may request a personal leave of absence without pay for up to a maximum of 6 months at Cassone's sole discretion. An extension may be approved in limited circumstances.

Cassone considers requests for a leave of absence for emergencies, educational activities or extenuating personal circumstances. Job performance, absenteeism and departmental requirements will all be taken into consideration before a request is approved. Personal leaves are reviewed and granted on a case-by-case basis at Cassone's sole discretion. Employees taking personal leaves are responsible for their portion of benefits including medical, dental, and other benefits in which they are currently participating.

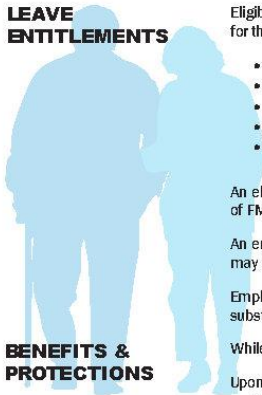
Please contact Human Resources for more information on request procedures.

The employee must return to work on the scheduled return date or be considered to have voluntarily resigned from his or her employment.

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



WH1420 REV 04/16

Bereavement Leave

An employee who wishes to take time off due to the death of an immediate family member should notify Human Resources immediately.

Bereavement leave will be granted unless there are unusual business needs or staffing requirements.

Employees are allowed two days of paid leave in the event of the death of an immediate family member. Immediate family members are defined as the employee's spouse, domestic partner, child, father, father-in-law, mother, mother-in-law, brother, sister, stepfather, stepmother, stepbrother, stepsister, stepson or stepdaughter, son-in-law, daughter-in-law, grandparent, niece, nephew, or grandchild. If additional time is needed, employees may request an extension of this leave with, or without pay, depending upon the other leave accrued at Cassone's discretion. In the event of the death of an individual significant to an employee but not covered by this definition, time off with pay may be granted based on individual circumstances and the approval of Management at Cassone's sole discretion. Part time and temporary employees will be granted time off under the provisions under this policy but will not be entitled to compensation.

Military Leave of Absence

Cassone Leasing, Inc. is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the company's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or company policy. If any employee believes that he or she has been subjected to discrimination in violation of company policy, the employee should immediately contact Human Resources.

Employees taking part in a variety of military duties are eligible for benefits under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including Reservists and National Guard members, for training, periods of active military service and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. Subject to certain exceptions under the applicable laws, these benefits are generally limited to five years of leave of absence.

Employees requesting leave for military duty should contact Human Resources to request leave as soon as they are aware of the need for leave. For request forms and detailed information on eligibility, employee rights while on leave and job restoration upon completion of leave, refer to the policies, procedures and forms, and contact Human Resources.

Family Military Leave

An employee who works on average of at least twenty (20) hours per workweek and is the spouse of a member of the armed forces of the United States, national guard or reserves who has been deployed during a period of military conflict, to a combat theater or combat zone of operations, is eligible for up to ten (10) days of unpaid leave while the employee's spouse in the military is on leave from the armed forces of the United States, national guard or reserves while deployed. An employee must provide his or her supervisor with reasonable notice of his or her request to take family military leave.

Witness and Victim Leave

An employee who is the victim of an offense or subpoenaed to attend a criminal proceeding as a witness will be granted unpaid time off to appear as a witness, consult with the district attorney, or to exercise his or her rights as a victim. An employee must notify his or her supervisor of his or her intention to appear as a witness, to consult with the district attorney, or to exercise other rights as a victim of an offense, prior to the day of attendance. The Company may request verification of the employee's attendance as a witness or victim.

Emergency Response Leave

An eligible employee is entitled to an unpaid leave of absence while the associate is engaged in the actual performance of duties as a volunteer firefighter or an enrolled member of a volunteer ambulance service during declared local or state emergencies, unless the absence would impose an undue hardship on the Company.

An employee is eligible for Emergency Response Leave if: (1) the head of the employee's volunteer fire department or volunteer ambulance service has provided the Company with written notice of the employee's status as a volunteer firefighter or member of a volunteer ambulance service; and (2) the employee's volunteer duties are related to the declared emergency.

The employee may be required to provide his or her supervisor with a notarized statement from the head of the volunteer fire department or volunteer ambulance service certifying the period of time the associate spent in the response effort.

Blood Donation Leave

An employee who works an average of twenty (20) hours or more each week may be eligible for up to three (3) hours of unpaid leave to donate blood in any twelve (12) month period. An employee needing leave to donate blood is required to provide his or her supervisor with advance notice of the need for blood donation leave. The Company may require an employee making off-premises blood donation to show proof of their blood donation in the form of notice of blood

donation or a good faith effort at blood donation from the blood bank or some other sufficient proof.

Bone Marrow Donation Leave

An employee who works an average of twenty (20) hours or more each week may be eligible for up to twenty-four (24) hours of unpaid leave to donate bone marrow. An employee who needs leave for bone marrow donation is required to provide his or her supervisor with written medical verification of the purpose and length of the requested leave.

EMPLOYEE BENEFITS

For more information regarding benefits programs, please refer to the company Summary Plan Descriptions, which were provided to employees upon hire, or contact Human Resources.

Medical Insurance

The company currently offers medical insurance coverage to regular, full-time employees who work a minimum of 30 hours per week, after they have been employed for 90 days. The cost for employees is currently \$35 per pay period which will be deducted from the weekly paycheck. Coverage is provided to employees only, not their family members.

Employees have up to 90 days from their date of hire to make medical plan elections. Once made, elections are fixed for the remainder of the plan year. Changes in family status, as defined in the Plan document, allow employees to make midyear changes in coverage consistent with the family status change. Please contact Human Resources to determine if a family status change qualifies under the Plan document and IRS regulations.

At the end of each benefit year during open enrollment, employees may change medical elections for the following plan year. Human Resources is available to answer benefits plan questions and assist in enrollment as needed.

Supplemental Benefits

Other supplemental benefits such as 401(k), etc. are offered to Cassone Leasing, Inc. employees. Employees become eligible after 1 full year of employment and can enter the plan in January or July after the completion of this year. For more information, please contact Human Resources.

Continuation of Coverage (COBRA)

The federal law requirements of "COBRA" continuation coverage (as amended from time to time) apply to the Group Health Plan ("Plan") maintained by Cassone. If you or your eligible covered dependent(s) lose Plan coverage because of any of the qualifying events described below, you and your eligible covered dependent(s) may elect to temporarily continue Plan coverage according to COBRA rules. You may also elect COBRA continuation coverage for an eligible child who is born to you, adopted by you, or placed for adoption with you while your COBRA continuation coverage (or your right to elect COBRA continuation coverage) is effective.

A "qualifying event" is any of the following that results in loss of coverage for an employee, former employee, spouse, or dependent child under a group health plan subject to COBRA:

- The voluntary or involuntary termination of the employee's employment for any reason other than "gross misconduct", including retirement
- The reduction of the employee's working hours because of, for example, a change to part-time status, being laid off or even striking
- The employee's death
- The employee becoming entitled to Medicare (a person is entitled to Medicare if he or she is eligible for and enrolled in Medicare)
- Divorce or legal separation of the employee and spouse
- Loss of dependent child status under the plan
- Loss of coverage by a retiree within one year before or after the employee files for bankruptcy

Important Notice Requirements

You or your eligible covered dependent(s) must notify the Human Resources Manager of the following events:

- Birth or Adoption of a Child. You must notify the Human Resources Manager in writing within 30 days of your Newborn or Adopted Child's birth, adoption, or placement for adoption.
- Divorce, Legal Separation or Dependent Child Ineligibility. You or your eligible covered dependent(s) must notify the Plan Administrator in writing of a divorce or legal separation or when an eligible covered dependent child ceases to qualify as an eligible dependent under the Plan. You must provide this notice within 60 days from whichever date is later, the date of the event or the date on which Plan coverage would be lost because of the event.

If such notices are not provided in a timely manner, the right to continuation coverage based on COBRA rules will be lost.

The Company is required to notify the Human Resources Manager of your death, your termination of employment or the reduction in your hours worked, or your becoming entitled to Medicare.

The Human Resources Manager will, within 14 days of being notified of a qualifying event, advise you and your eligible covered dependent(s) of the right to elect continuation coverage under the Plan. You or your eligible covered dependent(s) must elect continuation coverage under the Plan within 60 days of the letter of the following:

The date you or your eligible covered dependent(s) would lose Plan coverage because of the qualifying event; or

The date you or your eligible covered dependent(s) are advised by the Human Resources Manager of the right to continue Plan coverage based on COBRA rules.

Notice to your eligible covered spouse of the right to elect continuation coverage under the Plan will be deemed notice to any eligible covered dependent children residing with your spouse. If you or your eligible covered dependent(s) do not elect continuation coverage within this election period, then the right to COBRA continuation coverage will be lost.

Payment of Continuation Coverage

You and your eligible covered dependent(s) will be required to pay for the cost of continuation coverage in an amount equal to the cost of Plan coverage. The contributions must be paid by a check made payable to Cassone.

Contribution amounts and benefits for continuation coverage are subject to change. You will be notified of any changes in contribution amounts or benefits available under the Plan.

Continuation coverage is provided subject to eligibility under the law. The Human Resources Manager reserves the right to terminate continuation coverage retroactively if you or your dependent(s) are determined to be ineligible for continuation coverage.

This Notice is only a summary under the law of your rights and the rights of your eligible covered dependent(s) to continuation coverage. The Company intends to provide continuation coverage only to the extent required by law and will administer continuation coverage according to those requirements. If you or your eligible covered dependent(s) have any specific questions, please contact the Human Resources Manager.

Upon termination of employment, an employee may be eligible for continuance of benefits under the Consolidated Omnibus Reconciliation Act (COBRA). At the time of termination, you will receive information on COBRA. You are encouraged to consult with our benefits consultants before termination regarding your eligibility for continued benefits.

Federal and State Taxes

Withholding taxes are deducted from the employees' paychecks. Federal Insurance Contribution Act (FICA): This Program, better known as Social Security, provides assistance benefits to

eligible persons. By law, Cassone contributes a substantial amount in addition to that deducted from each individual's pay toward the funding of this program.

Unemployment Insurance

In accordance with State and Federal laws, Cassone is taxed on a quarterly basis for its contributions toward State and Federal Unemployment insurance. No deductions are taken from employees' salaries for these programs.

Workers' Compensation Insurance

Provided by Cassone as required by law this insurance protects employees in the event of an accident while acting as an agent of Cassone. For the employees' and Cassone's protection, any work-related injury due to an accident, regardless of how trivial, must immediately be reported by your direct supervisor.

New York State HERO Act

The New York Health and Essential Rights Act (NY HERO Act) addresses workplace health and safety protections in the event of a future outbreak of an airborne infectious disease designated as a highly contagious communicable disease by the New York State Commissioner of Health.

Attached as Appendix “F” is Cassone’s plan which follows the New York State template. It has been posted at each location and is available upon request to all employees, employee representatives, collective bargaining representatives, independent contractors, the New York State Department of Labor and the New York State Department of Health.

The plan will only be activated if and when the New York State Commissioner of Health designates an airborne infectious disease as a highly contagious communicable disease that presents a serious risk of harm to the public.

Employee Handbook Acknowledgment and Receipt

I have received my copy of the Employee Handbook.

The employee handbook describes important information about Cassone Leasing, Inc., and I understand that I should consult Human Resources regarding any questions not answered in the handbook. I have entered into my employment relationship with Cassone Leasing, Inc. voluntarily and acknowledge that there is no specified length of employment. **Accordingly, either I or Cassone Leasing, Inc. can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.**

I understand and agree that no manager, supervisor or representative of Cassone Leasing, Inc. has any authority to enter into any agreement for employment other than at will.

This handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with Cassone Leasing, Inc. By distributing this handbook, the company expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

I understand that, except for employment-at-will status, any and all policies and practices may be changed at any time by Cassone Leasing, Inc. and the company reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at Cassone Leasing, Inc. is employment at will, which may be terminated at the will of either Cassone Leasing, Inc. or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by Cassone Leasing, Inc., or myself.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee's Signature

Employee's Name (Print)

Date

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

Appendix A: Employee Complaint Form

CASSONE LEASING, INC.EMPLOYEE COMPLAINT FORM

Our company takes employee complaints of discrimination, harassment, and unethical or unfair conduct as serious matters. So that we may properly investigate your concern, you are requested to fill out this form as completely as possible. Please use additional sheets of paper where needed. After a prompt and thorough investigation into your complaint, you and respondent will be provide with a summary of the outcome of the investigation in writing. Should you have any questions about the process, please set them forth at the end of this form and we will do our best to answer them. Thank you.

| | | | |
|-----------------|--|------------------|--|
| Employee Name: | | Title: | |
| Department : | | Supervisor Name: | |

Please describe in as much detail as possible the nature of your complaint. Please provide or identify all known persons, documents, and witnesses to your concerns:

Please describe how the actions you complain about have affected your ability to perform your job:

Please describe any positive solutions you believe can help resolve your complaint:

Please provide any additional comments you wish the company to consider when investigating your complaint:

I declare that the facts set forth in this complaint form are true and accurate pursuant to the penalty of perjury under the laws of this State/Province.

Employee signature: _____

Date: _____

Appendix B: Company Equipment Form

CASSONE EQUIPMENT FORM

I acknowledge that I have received the following items from Cassone Leasing Inc. Upon separation from the company, I will return all company property to the Human Resources department prior to my last scheduled workday.

_____ Uniform

_____ Cell Phone Phone # _____

_____ Credit Card Last 4 Numbers on Card _____

_____ Keys

_____ Computer

_____ Company Car Make & Model # _____

_____ Identification Card

Employee Name (Print)

Employee Signature

Date

HR Representative

Appendix C: Random Drug Testing Notice

Drug Free Workplace Program Policy

RANDOM DRUG TESTING

60 DAY NOTICE TO APPLICANT AND EMPLOYEES OF DRUG FREE WORKPLACE PROGRAM

This company has established a Drug Free Workplace Program; Employees are prohibited from using illegal drugs (including the non-prescribed use of prescription medication) on or off the employer's premises. Employees are also prohibited from possessing or transporting alcohol or illegal drugs on the premises. Employees may only transport alcohol onto the employer's premises if it is part of the employee's job responsibilities. Possession of paraphernalia used in connection with the use of any drug is evidence of violation of this rule.

Drugs mean alcohol, including distilled spirits, wine, malt beverages and intoxicating liquors, amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or metabolite of any of these substances. Non-Prescribed use of prescription medication is also prohibited.

This company will require all applicants for employment and all existing employees, under certain circumstances, to be tested for the presence of drugs or alcohol as part of this company's policy prohibiting drug or alcohol use. An employee violates the Drug Free Workplace Program by testing positive in a confirmed test for drugs. Refusal to cooperate in the drug testing procedure is an independent violation of this rule and accordingly, will be treated as a positive confirmed test for drugs. Upon conviction for violating a state or federal drug law, each employee of this company is required to notify his or her immediate supervisor of such conviction within five business days thereof. This "notification of drug conviction" requirement applies whether the conviction resulted from conduct performed while in the course and scope of employment or off duty. Employees are required to report any drug related criminal charge brought against them, whether the result of on-duty or off-duty conduct.

Any violation of this rule will result in discipline, up to and including discharge and possible forfeiture of workers' compensation medical and indemnity benefits.

This notice is given on _____.

Drug testing may begin 60 days after the date of this notice.

Employee Signature: _____

Date: _____

Appendix D: Cassone Leasing Inc. Sexual Harassment Policy

1. Cassone Leasing Inc.'s policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business, regardless of immigration status, with Cassone Leasing Inc. In the remainder of this document the term "employees" refers to this collective group.
2. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination).
3. Retaliation Prohibition: No person covered by this Policy shall be subject to adverse action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. Cassone Leasing Inc. will not tolerate such retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Any employee who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. All employees working in the workplace who believe they have been subject to such retaliation should inform a supervisor or the Human Resources department. All employees who believe they have been a target of such retaliation may also seek relief in other available forums, as explained below in the section on Legal Protections.
*Note: A non-employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in the workplace. Protected non-employees include persons commonly referred to as independent contractors, "gig" workers and temporary workers. Also included are persons providing equipment repair, cleaning services or any other services provided pursuant to a contract with the employer.
4. Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject Cassone Leasing Inc. to liability for harm to targets of sexual harassment. Harassers may also be individually subjected to liability. Employees of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who allow such behavior to continue, will be penalized for such misconduct.
5. Cassone Leasing Inc. will conduct a prompt and thorough investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. Cassone Leasing Inc. will keep the investigation confidential to the extent possible. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.
6. All employees are encouraged to report any harassment or behaviors that violate this policy. Cassone Leasing Inc. will provide all employees a complaint form for employees to report harassment and file complaints.
7. Managers and supervisors are required to report any complaint that they receive, or any harassment that they observe or become aware of to the Human Resources department.
8. This policy applies to all employees, paid or unpaid interns, and non-employees and all must follow and uphold this policy. This policy must be provided to all employees and should be

posted prominently in all work locations to the extent practicable (for example, in an office, not an offsite work location) and be provided to employees upon hiring.

What is “Sexual Harassment”?

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual’s sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment.
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or Rejection of such conduct is used as the basis for employment decisions affecting an individual’s employment.

A sexually harassing hostile work environment includes, but is not limited to, works, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual’s sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient’s job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment. This is also called “quid pro quo” harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of sexual harassment:

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature such as: Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee’s body, or poking another employee’s body; Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as: Requests for sexual favors accompanied by implied or overt threats concerning the target’s job performance evaluation, a promotion or other job benefits or detriments; Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person’s sexuality or sexual experience, which create a hostile work environment.

- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace such as; displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as; Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job; Sabotaging an individual's work; Bullying, yelling, name-calling.

Who can be a target of sexual harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York State law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. Harassers can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer, or visitor.

Where can sexual harassment occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.

Retaliation:

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity."

Protected activity occurs when a person has:

- Made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- Testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;

- Opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- Reported that another employee has been sexually harassed; or
- Encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

Reporting Sexual Harassment:

Preventing sexual harassment is everyone's responsibility. Cassone Leasing Inc. cannot prevent or remedy sexual harassment unless it knows about it. Any employee paid or unpaid intern or non-employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor or the Human Resources department. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor or the Human Resources department.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is in this handbook and all employees are encouraged to use this complaint form. Employees who are reporting sexual harassment on behalf of other employees should use the complaint form and note that it is on another employee's behalf.

Employees, paid or unpaid interns or non-employees who believe they have been a target of sexual harassment may also seek assistance in other available forums, as explained below in the section on Legal Protection.

Supervisory Responsibilities:

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, are required to report such suspected sexual harassment to the Human Resources department.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

Complaint and Investigation of Sexual Harassment:

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. All persons involved, including complainants, witnesses and harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. Cassone Leasing Inc. will not tolerate retaliation against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should be done in accordance with the following steps:

- Upon receipt of complaint, the Human Resources Manager will conduct an immediate review of the allegations and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate. If a complaint is verbal, encourage the individual to complete the complaint form in writing. If he or she refuses, prepare a complaint form based on the verbal reporting.
- If documents, emails, or phone records are relevant to the investigation, take steps to obtain and preserve them.
- Request and review all relevant documents, including all electronic communications.
- Interview all parties involved, including any relevant witnesses.
- Create a written documentation of the investigation (such as a letter, memo, or email), which contains the following: 1- a list of all documents reviewed, along with a detailed summary of relevant documents. 2- a list of names of those interviewed, along with a detailed summary of their statements. 3- a timeline of events. 4- a summary of prior relevant incidents, reported or unreported and 5- the basis for the decision and final resolution of the complaint, together with any corrective action(s).
- Keep the written documentation and associated documents in a secure and confidential location.
- Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
- Inform the individual who reported the right to file a complaint or charge externally as outlined in the next section.

Legal Protections and External Remedies:

Sexual harassment is not only prohibited by Cassone Leasing Inc., but it is also prohibited by state, federal, and, where applicable, local law.

Aside from the internal process at Cassone Leasing Inc., employees may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

In addition to those outlined below, employees in certain industries may have additional legal protections.

State Human Rights Law (HRL):

The Human Rights Law (HRL) codified as N.Y. Executive Law, art. 16 § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR they can sue directly in state court under the HRL, within three years of the alleged sexual harassment. An individual may not file with DHR if they have already filed an HRL complaint in state court.

Complaining internally to Cassone Leasing Inc. does not extend your time to file with DHR or in court. The one year or three years is counted from the date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10468. You may call (718)741-8400 or visit: www.dhr.ny.gov.

Contact DHR at (888)392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized, and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State,

Civil Rights Act of 1964:

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 200e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the time of harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the claim and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 16 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a “Charge of Discrimination.” The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1800-669-6820), or visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections:

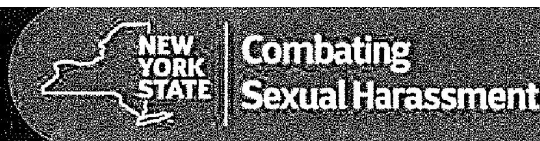
Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city, or town in which they live to find out if such a law exists. For example, employees who work in Suffolk County may file complaints of sexual harassment with the Suffolk County Human Rights Commission. Contact their main office at H. Lee Dennison Building, 100 Veterans Memorial Hwy., Third Floor, Hauppauge, NY 11788 or call (631)868-6480.

Contact the Local Police Department:

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

Appendix E: Complaint Form for Reporting Sexual Harassment

Model Complaint Form for Reporting Sexual Harassment



CASSONE LEASING, INC.

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form to report alleged incidents of sexual harassment.

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form and submit it to [person or office designated; contact information for designee or office; how the form can be submitted]. You will not be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, your employer should complete this form, provide you with a copy and follow its sexual harassment prevention policy by investigating the claims as outlined at the end of this form.

For additional resources, visit: ny.gov/programs/combating-sexual-harassment-workplace

COMPLAINANT INFORMATION

Name:

Work Address:

Work Phone:

Job Title:

Email:

Select Preferred Communication Method:

☐ Email ☐ Phone ☐ In person

SUPERVISORY INFORMATION

Immediate Supervisor's Name:

Work Phone:

Work Address:

Adoption of this form does not constitute a conclusive defense to charges of unlawful sexual harassment. Each claim of sexual harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure.

COMPLAINT INFORMATION

1. Your complaint of Sexual Harassment is made about:

Name:

Work Address:

Work Phone:

Relationship to you: Supervisor ☐ Subordinate ☐ Co-Worker ☐ Other

2. Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Date(s) sexual harassment occurred:

Is the sexual harassment continuing? yes or no

4. Please list the name and contact information of any witnesses or individuals who may have information related to your complaint:

The last question is optional but may help the investigation.

5. Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?

If you have retained legal counsel and would like us to work with them, please provide their contact information.

Signature:_____ Date:_____

Instructions for Employers

If you receive a complaint about alleged sexual harassment, follow your sexual harassment prevention policy.

An investigation involves:

- Speaking with the employee
- Speaking with the alleged harasser
- Interviewing witnesses
- Collecting and reviewing any related documents

While the process may vary from case to case, all allegations should be investigated promptly and resolved as quickly as possible. The investigation should be kept confidential to the extent possible,

Document the findings of the investigation and basis for your decision along with any corrective actions taken and notify the employee and the individual(s) against whom the complaint was made. This may be done via email.

Appendix F: NY HERO ACT

The purpose of this plan is to protect employees against exposure and disease during an airborne infectious disease Commissioner of Health as a highly contagious communicable disease that presents a serious risk of harm to the public health. This plan is subject to any additional or greater requirements arising from a declaration of a state of emergency due to an airborne infectious disease, as well as any applicable federal standards.

Employees should report any questions or concerns with the implementation of this plan to the designated contact.

This plan applies to all “employees” as defined by the New York State HERO Act, which means any person providing labor or services for remuneration for a private entity or business within the state, without regard to an individual’s immigration status, and shall include part-time workers, independent contractors, domestic workers, home care and personal care workers, day laborers, farmworkers and other temporary and seasonal workers. The term also includes individuals working for digital applications or platforms, staffing agencies, contractors or subcontractors on behalf of the employer at any individual work site, as well as any individual delivering goods or transporting people at, to or from the work site on behalf of the employer, regardless of whether delivery or transport is conducted by an individual or entity that would otherwise be deemed an employer under this chapter. The term does not include employees or independent contractors of the state, any political subdivision of the state, a public authority, or any other governmental agency or instrumentality.

As of the date of the publication of this document, while the State continues to deal with COVID-19 and a risk still exists, no designation is in effect at this time. Please check the websites of Departments of Health and Labor for up-to-date information on whether a designation has been put into effect, as any such designation will be prominently displayed. No employer is required to put a plan into effect absent such a designation by the Commissioner of Health.

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RESPONSIBILITIES

This plan applies to all employees of Cassone Leasing, Inc. and all of the following worksites:

| |
|--|
| |
| |

This plan requires commitment to ensure compliance with all plan elements aimed at preventing the spread of infectious disease. The following supervisory employee(s) are designated to enforce compliance with the plan. Additionally, these supervisory employees will act as the designated contacts unless otherwise noted in this plan:

| Name | Title | Location | Phone |
|----------------|------------------|-------------------|-------------------|
| Rita Barreto | HR Manager | 1900 Lakeland Ave | 631-585-7800 x260 |
| Kurt Schneider | VP of Operations | 1900 Lakeland Ave | 631-585-7800 x250 |
| | | | |
| | | | |

EXPOSURE CONTROLS DURING A DESIGNATED OUTBREAK

MINIMUM CONTROLS DURING AN OUTBREAK

During an airborne infectious disease outbreak, the following minimum controls will be used in all areas of the worksite:

- 1. General Awareness:** Individuals may not be aware that they have the infectious disease and can spread it to others. Employees should remember to:
 - Maintain physical distancing;
 - Exercise coughing/sneezing etiquette;
 - Wear face coverings, gloves, and personal protective equipment (PPE), as appropriate;
 - Individuals limit what they touch;
 - Stop social etiquette behaviors such as hugging and hand shaking, and
 - Wash hands properly and often.
- 2. “Stay at Home Policy”:** If an employee develops symptoms of the infectious disease, the employee should not be in the workplace. The employee should inform the designated contact and follow New York State Department of Health (NYSDOH) and Centers for Disease Control and Prevention (CDC) guidance regarding obtaining medical care and isolating.
- 3. Health Screening:** Employees will be screened for symptoms of the infectious disease at the beginning of their shift. Employees are to self-monitor throughout their shift and report any new or emerging signs or symptoms of the infectious disease to the designated contact. An employee showing signs or symptoms of the infectious disease should be removed from the workplace and should contact a healthcare professional for instructions. The health screening elements will follow guidance from NYSDOH and CDC guidance, if available.

4. Face Coverings: To protect your coworkers, employees will wear face coverings throughout the workday to the greatest extent possible. Face coverings and physical distancing should be used together whenever possible.

The face covering must cover the nose and mouth, and fit snugly, but comfortably, against the face. The face covering itself must not create a hazard, e.g., have features could get caught in machinery or cause severe fogging of eyewear. The face coverings must be kept clean and sanitary and changed when soiled, contaminated, or damaged.

5. Physical Distancing: Physical distancing will be followed as much as feasible. Avoid unnecessary gatherings and maintain a distance of at least six feet (or as recommended by the NYSDOH/CDC for the infectious agent) from each other. Use a face covering when physical distance cannot be maintained.

In situations where prolonged close contact with other individuals is likely, use the following control methods: (Note to employer: Check off the controls you intend to use and add any additional controls not listed here.)

- restricting or limiting customer or visitor entry;
- limiting occupancy;
- allowing only one person at a time inside small enclosed spaces with poor ventilation;
- reconfiguring workspaces;
- physical barriers;
- signage;
- floor markings;
- telecommuting;
- remote meetings;
- preventing gatherings;
- restricting travel;
- creating new work shifts and/or staggering work hours;
- adjusting break times and lunch periods;
- delivering services remotely or through curbside pickup;
- _____
- _____
- _____

6. Hand Hygiene: To prevent the spread of infection, employees should wash hands with soap and water for at least 20 seconds or use a hand sanitizer with at least 60% alcohol to clean hands BEFORE and AFTER:

- Touching your eyes, nose, or mouth;
- Touching your mask;
- Entering and leaving a public place; and
- Touching an item or surface that may be frequently touched by other people, such as door handles, tables, gas pumps, shopping carts, or electronic cashier registers/screens.

Because hand sanitizers are less effective on soiled hands, wash hands rather than using hand sanitizer when your hands are soiled.

7. Cleaning and Disinfection: See Section V of this plan.

8. “Respiratory Etiquette”: Because infectious diseases can be spread by droplets expelled from the mouth and nose, employees should exercise appropriate respiratory etiquette by covering nose and mouth when sneezing, coughing or yawning.

9. Special Accommodations for Individuals with Added Risk Factors: Some employees, due to age, underlying health condition, or other factors, may be at increased risk of severe illness if infected. Please inform your supervisor or the HR department if you fall within this group and need an accommodation.

ADVANCED CONTROLS DURING AN OUTBREAK

For activities where the Minimum Controls alone will not provide sufficient protection for employees, additional controls from the following hierarchy may be necessary. Employers should determine if the following are necessary:

- 10.** Elimination: Employers should consider the temporary suspension or elimination of risky activities where adequate controls could not provide sufficient protection for employees.
- 11.** Engineering Controls: Employers should consider appropriate controls to contain and/or remove the infectious agent, prevent the agent from being spread, or isolate the worker from the infectious agent. Examples of engineering controls include:
 - i.** Mechanical Ventilation:
 - a.** Local Exhaust Ventilation, for example:
 - Ventilated booths (lab hoods);
 - Kitchen Vents; and
 - Vented biosafety cabinets.
 - b.** General Ventilation, for example:
 - Dedicated ventilation systems for cooking areas, malls, atriums, surgical suites, manufacturing, welding, indoor painting, laboratories, negative pressure isolation rooms;
 - Increasing the percentage of fresh air introduced into air handling systems;
 - Avoiding air recirculation;
 - Using higher-efficiency air filters in the air handling system;
 - If fans are used in the facility, arrange them so that air does not blow directly from one worker to another; and
 - ii.** Natural Ventilation, for example:
 - Opening outside windows and doors to create natural ventilation; and
 - Opening windows on one side of the room to let fresh air in and installing window exhaust fans on the opposite side of the room so that they exhaust air outdoors. (*Note: This method is appropriate only if air will not blow from one person to another.*)
 - iii.** Install automatic disinfection systems (e.g., ultraviolet light disinfection systems).
 - iv.** Install cleanable barriers such as partitions and/or clear plastic sneeze/cough guards.
 - v.** Change layout to avoid points or areas where employees may congregate (e.g., install additional time clocks).

Subject to changes based on operations and circumstances surrounding the infectious disease, engineering controls that are anticipated to be used are listed in the following table:

| Engineering Controls Utilized/Location: |
|---|
| Install cleanable barriers |
| |
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Note to Employer: One of the best ways to reduce exposure to infectious agents is to improve ventilation. The aim is to deliver more “clean air” into an occupied area and exhaust the contaminated air to a safe location. In some cases, the air may have to be filtered before it enters the work area and/or before it is exhausted. Direct the contaminated air away from other individuals and from the building’s fresh air intake ports. Consult your ventilation system’s manufacturer or service company to determine if improvements are possible for your system.

12. “Administrative Controls” are policies and work rules used to prevent exposure. Examples include:

- Increasing the space between workers;
- Slowing production speed to accommodate fewer workers at a time;
- Disinfecting procedures for specific operations;
- Not shaking out soiled laundry;
- Employee training;
- Identify and prioritize job functions that are essential for continuous operations;
- Cross-train employees to ensure critical operations can continue during worker absence;
- Limit the use of shared workstations;
- Post signs reminding employees of respiratory etiquette, masks, handwashing;
- Rearrange traffic flow to allow for one-way walking paths;
- Provide clearly designated entrance and exits;
- Provide additional short breaks for handwashing and cleaning;
- Establishing pods or cohorts working on same shift;

Subject to changes based on operations and circumstances surrounding the infectious disease, the following specific administrative controls are anticipated to be used:

| Administrative Controls Utilized/Location: |
|---|
| Ensure workers maintain 6 feet distance and wear face coverings when not at desk or able to maintain distance |
| Increased sanitizing/disinfecting daily |
| Post signs reminding employees of respiratory etiquette, masks, and handwashing |
| Provide additional hand sanitizer throughout buildings |
| Limit customer contact |

- 13.** 10. Personal Protective Equipment (PPE) are devices like eye protection, face shields, respirators, and gloves that protect the wearer from infection. PPE will be provided, used and maintained in a sanitary and reliable condition at no cost to the employee. The PPE provided to an employee will be based on a hazard assessment for the workplace.

| PPE Required - Activity Involved/Location: |
|---|
| Provide face masks |
| Provide gloves |
| Provide and additional PPE necessary |
| |
| |

1 The use of respiratory protection, e.g., an N95 filtering facepiece respirator, requires compliance with the OSHA Respiratory Protection Standard 29 CFR 1910.134 or temporary respiratory protection requirements OSHA allows for during the infectious disease outbreak.

2 Respirators with exhalation valves will release exhaled droplets from the respirators. Respirators are designed to protect the wearer. Surgical masks and face coverings, which are not respirators, are designed to protect others, not the wearer.

EXPOSURE CONTROL READINESS, MAINTENANCE AND STORAGE:

The controls we have selected will be obtained, properly stored, and maintained so that they are ready for immediate use in the event of an infectious disease outbreak and any applicable expiration dates will be properly considered.

HOUSEKEEPING DURING A DESIGNATED OUTBREAK

B. Disinfection Methods and Schedules

Objects that are touched repeatedly by multiple individuals, such as door handles, light switches, control buttons/levers, dials, levers, water faucet handles, computers, phones, or handrails must be cleaned frequently with an appropriate disinfectant. Surfaces that are handled less often, or by fewer individuals, may require less frequent disinfection. The disinfection methods and schedules selected are based on specific workplace conditions.

The New York State Department of Environmental Conservation (NYSDEC) and the Environmental Protection Agency (EPA) have compiled lists of approved disinfectants that are effective against many infectious agents (see dec.ny.gov and epa.gov/pesticide-registration/selected-epa-registered-disinfectants). Select disinfectants based on NYSDOH and CDC guidance and follow manufacturer guidance for methods, dilution, use, and contact time.

C. Adjustments to Normal Housekeeping Procedures

Normal housekeeping duties and schedules should continue to be followed during an infectious disease outbreak, to the extent practicable and appropriate consistent with NYSDOH and/or CDC guidance in effect at the time. However, routine procedures may need to be adjusted and additional cleaning and disinfecting may be required.

Housekeeping staff may be at increased risk because they may be cleaning many potentially contaminated surfaces. Some housekeeping activities, like dry sweeping, vacuuming, and dusting, can resuspend into the air particles that are contaminated with the infectious agent. For that reason, alternative methods and/or increased levels of protection may be needed.

Rather than dusting, for example, the CDC recommends cleaning surfaces with soap and water before disinfecting them. Conducting housekeeping during “o” hours may also reduce other workers’ exposures to the infectious agent. Best practice dictates that housekeepers should wear respiratory protection. See cdc.gov for more guidance.

- D. If an employee develops symptoms of the infectious disease at work, it is ideal to isolate the area in accordance with guidance issued by NYSDOH or the CDC, before cleaning and disinfecting the sick employee’s work area. This delay will allow contaminated droplets to settle out of the air and the space to be ventilated.
- E. As feasible, liners should be used in trash containers. Empty the containers often enough to prevent overfilling. Do not forcefully squeeze the air out of the trash bags before tying them closed. Trash containers may contain soiled tissue or face coverings.

INFECTION RESPONSE DURING A DESIGNATED OUTBREAK

If an actual, or suspected, infectious disease case occurs at work, take the following actions:

- Instruct the sick individual to wear a face covering and leave the worksite and follow NYSDOH/CDC guidance.
- Follow local and state authority guidance to inform impacted individuals.

TRAINING AND INFORMATION DURING A DESIGNATED OUTBREAK

- F. The Human Resources Manager will verbally inform all employees of the existence and location of this Plan, the circumstances it can be activated, the infectious disease standard, employer policies, and employee rights under the

HERO Act. (Note: training need not be provided to the following individuals: any individuals working for staffing agencies, contractors or subcontractors on behalf of the employer at any individual work site, as well as any individual delivering goods or transporting people at, to or from the work site on behalf of the employer, where delivery or transport is conducted by an individual or entity that would otherwise be deemed an employer under this chapter) When this plan is activated, all personnel will receive training which will cover all elements of this plan and the following topics:

1. The infectious agent and the disease(s) it can cause;
2. The signs and symptoms of the disease;
3. How the disease can be spread;
4. An explanation of this Exposure Prevention Plan;
5. The activities and locations at our worksite that may involve exposure to the infectious agent;
6. The use and limitations of exposure controls
7. A review of the standard, including employee rights provided under Labor Law, Section 218-B.

G. The training will be

1. Provided at no cost to employees and takes place during working hours. If training during normal work hours is not possible, employees will be compensated for the training time (with pay or time off);
2. Appropriate in content and vocabulary to your educational level, literacy, and preferred language; and
3. Verbally provided in person or through telephonic, electronic, or other means.

PLAN EVALUATIONS DURING A DESIGNATED OUTBREAK

The employer will review and revise the plan periodically, upon activation of the plan, and as often as needed to keep up to date with current requirements. Document the plan revisions below:

| Plan Revision History | | | |
|-----------------------|--------------|---------------|-------------|
| Date | Participants | Major Changes | Approved By |
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RETALIATION PROTECTIONS AND REPORTING OF ANY VIOLATIONS

No employer, or his or her agent, or person, , acting as or on behalf of a hiring entity, or the officer or agent of any entity, business, corporation, partnership, or limited liability company, shall discriminate, threaten, retaliate against, or take adverse action against any employee for exercising their rights under this plan, including reporting conduct the employee reasonably believes in good faith violates the plan or airborne infectious disease concerns to their employer, government agencies or officials or for refusing to work where

an employee reasonably believes in good faith that such work exposes him or her, other workers, or the public to an unreasonable risk of exposure, provided the employee, another employee, or representative has notified the employer verbally or in writing, including electronic communication, of the inconsistent working conditions and the employer's failure to cure or if the employer knew or should have known of the consistent working conditions.

Notification of a violation by an employee may be made verbally or in writing, and without limitation to format including electronic communications. To the extent that communications between the employer and employee regarding a potential risk of exposure are in writing, they shall be maintained by the employer for two years after the conclusion of the designation of a high-risk disease from the Commissioner of Health, or two years after the conclusion of the Governor's emergency declaration of a high-risk disease. Employers should include contact information to report violations of this plan and retaliation during regular business hours and for weekends/other non-regular business hours when employees may be working.

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